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CURRENT TOPICS.

AN ADDRESS inaugurating the opening of law lectures and classes of the Council of Legal Education to the public is to be delivered by the Lord Chief Justice in Lincoln's-inn Hall on Monday, the 28th of October, at 4.30 p.m.

WE ARE DISPOSED to think that for a judge of advanced age Mr. Justice HAWKINS—to use an expression very popular just now—did a "record day" at Queen's Bench Chambers on Monday last. He sat for seven hours, from 10.30 till 5.30, without any adjournment, and he heard and disposed of upwards of ninety applications and appeals. Any one who knows what the work of Judges Chambers is, will appreciate this performance as a remarkable feat. During vacation the chamber work of the week is concentrated into one day, and the judge sits to dispose of business for all divisions of the court. The applications on Monday comprised appeals from the masters, interspersed with applications in criminal matters, and urgent applications in chancery and divorce cases, and a variety of other business. The ninety applications were disposed of in the average time of four minutes forty seconds each. It would have been a good performance for our youngest judge, but for one who was called to the bar as long ago as May, 1843, and, therefore, cannot be far off eighty years of age, it is quite a remarkable feat of endurance. It is only fair to add, moreover, that the rapid disposal of the cases was not due to haste or insufficient consideration. The papers belonging to every application had been carefully read by the judge beforehand, and in every instance he manifested a thorough acquaintance with the nature of the application and the evidence in support of it.

WE ARE GLAD to observe that, this year at all events, there can be no complaint that the papers to be read at the Annual Provincial Meeting of the Incorporated Law Society do not deal with the leading topics of the day. There are papers on the most prominent subjects of interest to solicitors written by men particularly well fitted to discuss them. Thus Mr. LAKE is to deal with the subject of Registration of Title and Conveyancing Reform; Mr. RAWLIN is to take up the subject of the Long Vacation, a matter very well adapted for a meeting at a great mercantile centre, where delays in the administration of justice are peculiarly inconvenient; Mr. ADDISON has undertaken the thorny question of Legal Education, and Mr. GODDEN will treat of the Extension of the Society. We congratulate the Council on their public spirit in undertaking this unusual amount of literary activity. We think that they have hit on the true mode of making the discussions at these meetings more full and instructive. Let the discussion be prefaced by a paper by a writer of eminence, familiar, not only with the facts available to the public, but also with the inner history of the question, and there will be almost a certainty of useful and

practical consideration by the meeting. In addition to these papers, there are two dealing with company questions, and two with county courts.

THE LONG DELAY which has occurred in filling up the post of Vice-Chancellor of the County Palatine of Lancaster may possibly be accounted for, to some extent, by the suggestions which have been urged by the Manchester Incorporated Law Association. One can hardly suppose that Lord JAMES will consider it desirable to disregard requirements which are regarded by local professional opinion as essential to the efficient conduct of the business of the court, especially when such requirements are obviously reasonable. That the court should sit for the same hours as the High Court judges sit in the Chancery Division is clearly desirable; that the judge should be readily accessible and able to hold frequent sittings without the inconvenience of long journeys is also desirable, hence the suggestion made by the association that the judge should reside within an easy distance of Manchester and Liverpool, and not in London. The further suggestion that "the appointment should be conferred upon someone of energetic temperament, possessed of vigorous mental powers and of experience in chancery matters" is also unimpeachable, although it is not, perhaps, quite usual to remind a lawyer exercising the right of appointment to a judicial post of the necessity for these qualifications in his appointee. But here, in all probability, comes in Lord JAMES's dilemma. Supposing he has discovered a distinguished chancery lawyer, possessed of "an energetic temperament and vigorous mental powers," he may find that this paragon is particularly unwilling to sever himself from his London friends and clubs and to seclude himself "within an easy distance of Manchester and Liverpool." It may be that Lord JAMES will be compelled to choose between residence in Lancashire and "energetic temperament and vigorous mental powers," and the question will then arise, which of these qualifications is the more essential.

A MORTGAGOR of land, so long as he remains in possession of the land, is empowered by section 18 of the Conveyancing Act, 1881, to make such leases as are in the section described. He can make, consequently, an agricultural or occupation lease for any term not exceeding twenty-one years, and a building lease for any term not exceeding ninety-nine years. But there is nothing in the section to intimate that where the lease he is granting falls short of the authorized term he can give the lessee an option to take a further lease at the end of the term, and in the recent case of *Dundas v. Pavaour* (ante, p. 656) KEKEWICH, J., decided that no such power exists. There a mortgagor, while in possession, granted a lease of shooting rights for one year with an option to the lessee to take a further lease for three years. The mortgagor ceased to be in possession during the currency of the year of the term granted, and it was held that the lessee's option to have a further lease was not binding on the mortgagees. Apart from the fact that section 18 does not expressly authorize the granting of such an option, it is to be noticed that by sub-section (6) every lease made under the section is to reserve the best rent that can reasonably be obtained, and this is a matter which the mortgagor must leave himself free to settle at the time when the lease is actually granted. The case is analogous to that of a trustee for sale, who is not allowed to fetter the exercise of his discretion at the time of sale by granting a lease with an option of purchase (*Oceanic Steam Navigation Co. v. Sutherland*, 16 Ch. D. 236). Similarly, under the Settled Land Act, 1882, a tenant for life was not authorized to grant a lease with an option of purchase, though in the case of building leases he is now empowered to do this by the Settled Land Act, 1889. The option must be exercised within an agreed number of years not exceeding ten, and the price, which is to be fixed at the time of the making of the lease, must be the best which, having regard to the rent reserved, can be reasonably obtained.

IN THE CASE of *Re Goodenough* (ante, p. 656; 1895, 2 Ch. 537)

KEKEWICH, J., lays it down that, in applying the rule in *Re Earl of Chesterfield* (32 W. R. 361, 24 Ch. D. 643) as to the apportionment, as between capital and income, of the amount of an unconverted reversion, which has fallen in, interest ought now to be reckoned at 3, instead of at 4, per cent. The learned judge, after adverting to the fact that 4 per cent. has for generations been the ordinary rate of interest charged or allowed in the Chancery Division, observed that now "not only are trustees unable to obtain 4 per cent. . . . but ordinary investors, who are able and willing to go outside trust securities, but yet are determined not to be speculative, find it impossible to get more than 3 per cent.," and, after further argument, he adopted the above rule. In regard to counsel's objection that during much of the time that the reversion was outstanding 4 per cent. was readily obtainable, his lordship said that this was not a question of investment, but of the application of an arbitrary rule with reference to the rate of interest, and it was impossible to vary the rate according to circumstances; it was necessary to take some one rate which was fair to tenant for life and remaindermen, having regard to the commercial rate of interest current among investors. The matter is, as the learned judge points out, of great importance to suitors in the Chancery Division, and uniformity of practice is certainly desirable, and, it may be hoped not unobtainable. The rule is after all rather a rule of practice than of law, and, if arbitrary in the sense that every rule applied without regard to the varying facts of different cases is arbitrary, was nevertheless agreeable to the facts of general experience at the time of its adoption, and consequently loses its justification as a rule of convenience in proportion as it falls out of relation to the facts of actual experience.

THE DISTINCTION appears to be somewhat fine between *Broadwood v. Granara* (10 Exch. 417) and the recent decision of the Court of Appeal in *Robins & Co. v. Gray* (ante, p. 734). The cases relate to the lien of an innkeeper for debts incurred by a guest upon goods brought by the guest to the inn. In the former case the guest was a musician, who stayed for some months at a hotel in Leicester-square. During his stay he arranged for the loan of a piano from Messrs. BROADWOOD, and the piano was sent to the hotel. The hotel-keeper knew throughout that the piano was not the property of the guest, but belonged to Messrs. BROADWOOD. When the guest left, the hotel-keeper claimed a lien on the piano for the amount of his bill, but the Court of Exchequer (POLLOCK, C.B., and PARKE, ALDERSON, and PLATT, B.B.) held that the lien did not exist. The case, said POLLOCK, C.B., was not the case of goods brought to the inn by a traveller as his goods, either upon his coming to or staying at the inn, but of goods furnished for his temporary use by a third person, and known by the innkeeper to belong to that person. So PARKE, B., said it was the case of goods sent to the guest for a particular purpose, and known by the innkeeper to be the property of another person. The importance of the knowledge of the innkeeper was insisted upon also in *Threlfall v. Borwick* (20 W. R. 1032, L. R. 7 Q. B. 711), where again a piano was in question. The guest took with him to the defendant's hotel a piano which he had hired of the plaintiff. The defendant supposed it to be the guest's own property, and it was held that he had a lien upon it for the expenses of the guest. The case was distinguished from *Broadwood v. Granara* on the point of the hotel keeper's ignorance of the true ownership. But according to *Robins & Co. v. Gray* the lien may exist although the innkeeper knows that the goods which the guest has with him are the goods of a third person. There the plaintiffs were dealers in sewing machines, and one GREEN was their traveller. GREEN, for the purposes of his business as such traveller, stayed at the defendant's hotel, and, while there, sewing machines of the plaintiffs were sent to him. Before the goods were received at the hotel, the defendant was informed by the plaintiffs that the goods were theirs. Nevertheless the defendant claimed a lien upon the goods for a debt contracted by GREEN, and the claim was allowed by WILLS, J., and by the Court of Appeal. The knowledge of the innkeeper being thus immaterial, the most obvious of the grounds on which *Broadwood v. Granara* was decided fails. It was necessary, therefore, to determine whether there was any

distinction between the "temporary" or "particular" purpose for which the piano was sent to the hotel in that case, and the purpose for which the sewing machines were sent in the present case. No stress apparently can be laid on the word "temporary," for the sojourn of the guest also is but temporary, and in each the goods were with the guest till the end of his stay. And it would seem that equally little stress can be laid on the particular purpose. In neither case were the goods ordinary traveller's goods, but in each they were brought for a particular purpose, in the one for the particular purpose of enabling the musician to exercise his art, in the other of enabling the commercial traveller to follow his calling. Still the Court of Appeal drew a distinction, and the cases will stand for the confusion of the law until the question is further considered. The substantial difference seems to be that in *Robins & Co. v. Gray* the guest was employed about the business of the plaintiffs, and he had the machines with him for the purpose of that business. In *Broadwood v. Granara* the plaintiffs had no such interest in sending the piano to the hotel. But this touches upon the question of agency which has not been raised in this connection.

THE MANCHESTER LAW Association print in an appendix to their report the following "point of practice":—"On a landlord recover from a tenant charges paid by him (the landlord) to his own solicitor for the preparation of an agreement for a yearly tenancy, and is the charge for such an agreement regulated by the scale prescribed in Schedule 1, page 2, of the General Order under the Solicitors' Remuneration Act, 1881? The last point is, of course, as the committee of the association say, covered by the recent decision in *Re Neque* (43 W. R. 68), that a lease in writing for a term not exceeding three years at a rack-rent, or an agreement for the same, is within Schedule 1, Part 2 of the Remuneration Order. But on the first point the committee say that "the liability of the tenant to pay the costs of preparing an agreement depends upon the evidence of a custom that he should pay the costs of an agreement for a tenancy from year to year, and this committee is not prepared to say, that such a custom exists in this district." We should be glad to know on what authority the committee base their decision that the liability depends upon the evidence of a local custom. The almost invariable practice for a lease to be prepared by the lessor's solicitor at the expense of the lessee would seem to apply equally to an agreement for a yearly tenancy, and this general practice has been recognized as giving rise to an implied assent by the lessee to the employment of the lessor's solicitor, enabling the lessor to recover from the lessee the costs he has incurred to his solicitor in respect of the preparation of the lease (*Griswell v. Robinson*, 3 Bing. N. C. 10; see also *Baker v. Merryweather*, 2 C. & K. 737).

THE EXTENT OF THE MARRIAGE CONSIDERATION.

I.

It has been a matter of frequent discussion how far the consideration of marriage extends so as to save persons claiming under a marriage settlement from the disadvantages imposed upon volunteers. In the recent case of *Attorney-General v. Jacobs-Smith* (43 W. R. 263, 657) the question arose in connection with the account duty imposed by section 38 of the Customs and Inland Revenue Act, 1861. By section 38 (2) (c), the duty was made payable in respect of "property passing under any past or future voluntary settlement made . . . by deed or any other instrument not taking effect as a will, whereby an interest in such property for life . . . is reserved either expressly or by implication to the settlor." As these words stand, they appear not to touch a disposition in favour of volunteers made as part of a marriage settlement. The property, though passing to volunteers, does not pass under a "voluntary settlement." Hence it was provided by section 11 of the Customs and Inland Revenue Act, 1889, that the description of property just quoted from the Act of 1861 should be construed as if the expression "voluntary settlement" included any trust in favour of a volunteer, whether the deed in which it was contained was

made for valuable consideration or not as between the settlor and any other person.

In *Attorney-General v. Jacobs-Smith*, a widow, upon the occasion of her re-marriage, executed a settlement whereby she settled property of her own upon trust to pay £1,000 a year to her husband for life, and, subject thereto, the income to herself for life; upon her death the sum of £25,000 was to go as she should by will appoint, and the residue (including any part of the £25,000 unappointed), was, subject to the husband's annuity, to be held for the children of her former marriage, as she should by will appoint. Other property of the wife was by the same settlement given to her children by her former marriage immediately, but for the present purpose no further reference to this property is necessary. The lady died in August, 1890, having exercised both the general power of appointment over the £25,000, and also the power of appointment over the residue in favour of the children of her former marriage. The Crown claimed account duty on the property passing under the last mentioned power on the ground that the children of the former marriage were "volunteers" within the meaning of the provisions of the Acts of 1881 and 1889 above referred to.

The question whether children of a former marriage are "volunteers" with respect to a settlement upon their mother's re-marriage, in which provision is made for them, has arisen hitherto in two connections. If they were volunteers, and the settlement comprised land, they were formerly liable to have their interest defeated by a subsequent sale or mortgage; and, moreover, if the settlement rested upon covenant, they were not entitled to have it enforced. Ordinarily, it seems to be admitted that the marriage consideration extends only to support the interests of the husband, the wife, and the issue of the marriage, but an exception in favour of issue of the wife by a former marriage was introduced by the decision of Lord HARDWICKE, C., in *Newstead v. Searles* (1 Atk. 265). In that case the issue were allowed to sue upon marriage articles, and their estates were upheld against a subsequent mortgage. And in *Clayton v. Earl of Wilton* (6 M. & S. 67n) the exception, so far as relates to the validity of the settlement against a subsequent purchaser, was extended to the issue of the husband by a future marriage. In *Clarke v. Wright* (9 W. R. 571, 6 H. & N. 849) the case of a provision in a settlement in favour of an illegitimate child, the settlement being made upon the marriage of the mother, was held to fall within the exception established by *Newstead v. Searles*.

Newstead v. Searles was decided in 1737, and *Clayton v. Earl of Wilton* in 1813. The decision in the latter case consisted simply of the certificate of the King's Bench in answer to a question sent from the Court of Chancery, and no reasons are given. The principle of the exception allowed in *Newstead v. Searles* does not seem to have been re-considered till *Clarke v. Wright* came before the Court of Exchequer and the Exchequer Chamber—before the latter court in 1861—and the judgments then delivered involved the matter in an obscurity which its frequent consideration since, including consideration by the House of Lords and the Privy Council, has hardly succeeded in dispelling. Lord HARDWICKE's decision was given at a time when the strict rule of construction of 27 Eliz. c. 4 had not yet been settled, and he seems to have had no difficulty in holding that a limitation in favour of issue of the wife's former marriage was not voluntary in the sense of rendering the limitation fraudulent against a subsequent purchaser. He took the two grounds that otherwise a widow could not provide with certainty for the existing issue, and that the settlement rested upon reciprocal consideration between the husband and wife. Each of these has led to a distinct theory as to the rule in question, and a third theory has been founded on the nature of the limitations in *Newstead v. Searles* and *Clayton v. Earl of Wilton*, quite apart from the actual reasons of the decision.

The most obvious and perhaps the safest theory was that of COCKBURN, C.J., in *Clarke v. Wright*. It may be illustrated by a reference to the dissentient judgment of WILLIAMS, J., in the same case. Long before 1861 it had become firmly established that a conveyance was fraudulent under 27 Eliz. c. 4, and void against a subsequent purchaser, unless it was based on valuable consideration. With the settlement of the rule, said WILLIAMS, J., all possibility of

adopting Lord HARDWICK's laxity of treatment in *Newstead v. Searles* was at an end. Children of a former marriage were not, in fact, within the marriage consideration, and hence *Newstead v. Searles* ought to be overruled. COCKBURN, C.J., on the other hand, while admitting that the limitation in favour of the issue of a previous marriage or in favour of an illegitimate child was voluntary, overcame the difficulty by allowing exceptions to the strict construction of 27 Eliz. c. 4, and, considering the forced nature of that construction, there was really no objection to this course. Upon the technical rule that a voluntary conveyance was void against subsequent purchasers, he held that judicial decision had established two exceptions, one in favour of existing issue and another in favour of the issue of a possible future marriage. Referring to *Newstead v. Searles* and *Clayton v. Earl of Wilton*, he said: "It may be that these decisions would not stand the test of a very strict analysis or rigorous logic, but it must be borne in mind that the rule on which this exception was engrafted was itself the result of a forced and arbitrary construction of the statute. It is not to be wondered at that judicial exposition stopped short of applying it when the consequence was to prevent the owner of property from making any binding provision for his existing children." The same view was adopted by FRY, J., in *Gale v. Gale* (25 W. R. 772, 6 Ch. D. 144), where the question was not upon 27 Eliz. c. 4, but whether the children of the wife's former marriage were debarred as volunteers from suing on a covenant contained in a settlement on the second marriage. Following *Newstead v. Searles*, FRY, J., held that they were not debarred.

The judgments of COCKBURN, C.J., and FRY, J., just referred to, are founded upon the expediency of enabling effective provision to be made for children, although such children are not children of the marriage in question, and their theory springs from the first reason suggested by Lord HARDWICK in *Newstead v. Searles*. It had the advantage of supplying a good working rule. The moral duty of providing for such children saved them from being volunteers as well for the purpose of 27 Eliz. c. 4 as in respect of suing upon an imperfect gift. But other authorities have not approved of this easy way out of the difficulty. Another theory was started by the late Mr. DART in his work on Vendors and Purchasers (see sixth edition, p. 1010), and may be traced to the idea contained in Lord HARDWICK's reference to the reciprocal considerations on the part of husband and wife. According to this, the question whether a particular person is a volunteer under a marriage settlement does not depend on the presence of consideration moving from him, but upon the circumstance whether the advantage to him was part of the marriage bargain. The questions, said Mr. DART, are, "first, whether the collaterals were within the contract; and, secondly, whether (if so) there was a sufficient consideration for such a contract." This view was adopted by BLACKBURN, J., in *Clarke v. Wright* (*supra*), and his decision in that case was based upon the inference of fact that the provision in favour of the illegitimate child of the wife was part of the bargain between the husband and wife, an inference which COCKBURN, C.J., declined to draw. The view of Mr. DART was adopted also by HALL, V.C., in *Price v. Jenkins* (25 W. R. 427, 4 Ch. D. 483), and he held that a limitation in a settlement of the husband's property in favour of a son of the husband by a former marriage was no part of the bargain made by the wife. Consequently, the son was a volunteer, and his interest was liable to be defeated by a subsequent sale. This decision was reversed on appeal (5 Ch. D. 619) upon another ground, the Court of Appeal expressing no opinion on the present question. One objection to this second theory is that it necessitates an inquiry as to what was the actual bargain between the husband and wife, and although in many cases the inquiry is facilitated, in the manner pointed out in DART (p. 1012), by presumptions founded on the circumstances of the case, yet it may be one of great difficulty. It is to be noticed that it by no means restricts the advantages of the marriage settlement to children or other relations. There is no reason why a mere stranger for whom one of the parties wishes to provide should not be within the marriage bargain, and, therefore, within the consideration of the marriage settlement.

THE MALA FIDE USE OF LAND.

THE decision of the House of Lords in the case of the *Corporation of Bradford v. Pickles*, delivered on the 29th of July (which we briefly noticed a few weeks ago, *ante* p. 732), establishes beyond the reach of any but legislative amendment a principle of comparatively novel adoption in the law of England. That principle is that, contrary to the rule of Roman law, *mala fide* use of legal rights over land with intent to injure a neighbour, does not constitute any ground for redress by the courts of law. A landowner is, under the law of England as to present expounded, entitled to dig pits in his land for no object except to intercept the flow of the subterranean water and so to drive a neighbouring proprietor of waterworks to purchase his land from him at his own price.

Without entering into the question whether the House of Lords is in every case bound to follow its previous decisions, it should be pointed out that in 1859, in the case of *Chasemore v. Richards* (7 H. L. Cas. 388) the House came to a like decision. One eminent member of the tribunal, Lord WENSLEYDALE, ventured to doubt whether a landowner, although entitled to dig for springs for the use of his estate, was entitled to dig for the purpose of obstructing the water for the use of a large district unconnected with his estate. But even this modest limitation on the legal rights of the owner was disapproved both by the other members of the House of Lords and by the judges who had been called upon to assist the House with their advice.

The facts of the case now under notice are as follows. The Corporation of Bradford are owners of waterworks, being successors to a company empowered to construct waterworks under special Acts of Parliament. These Acts provide (*inter alia*) that the owners of the waterworks are entitled to take water from certain springs, and that it is not to be lawful for any other person to divert in any other manner than by law they may be entitled, any of the waters supplying or flowing from the springs, or to sink any well or pit, or do anything whereby the waters of the springs may be drawn off or diminished in quantity. The defendant, owner of adjacent lands, proceeded to make a tunnel for the alleged purpose of draining beds of building stone under his lands. It was alleged by the plaintiffs and held by Mr. Justice NORTH in the court below that the defendant was not acting *bona fide*, but with the object of compelling the corporation to buy his land. It is now held, as already stated, by the House of Lords, that the special Acts of Parliament do not prohibit him from exercising his legal rights, that, as what he proposes to do does not exceed his rights by the law of England, his motives are immaterial, and that, therefore, an injunction to restrain him should be refused. The decision of the Court of Appeal, reversing a decision of Mr. Justice NORTH in favour of the plaintiffs, is therefore upheld.

It is to be noted that Mr. Justice NORTH disposed of a minor contention raised on behalf of the defendant, that as he had not been compensated by the special Acts creating the waterworks company, it is to be presumed that he was not to be restrained in doing what he pleased on his own land. His lordship held that the absence of compensation constituted no grievance in this case, as there was nothing to compensate for, the stone under the defendant's land not being proved to be of value.

The chief importance of this decision, therefore, consists in the restatement, by the highest judicial authority, that the rule adopted from the civil law—"Sic utere tuo ut alienum non laedas"—is to be limited by so important a modification as that *mala fide* use is an irrelevant consideration. What the exact force of the general rule can be, since *mala fide* motive is not to be material, must in many cases be a matter of the greatest doubt. It is, of course, true that, at least since 1859, the irrelevance of motive in malicious uses of property has been the law. But the rule was rendered at least susceptible of some modification or doubt from the statement already referred to contained in the judgment of Lord WENSLEYDALE, that the user must have some reference to the owner's own estate. There is no such limitation in the present judgment. Hitherto, a hope might have been entertained that the House of Lords would have reconsidered its view as expressed in 1859, and would have

made the English rule more in accordance with the general maxim, "*Sic utere tuo ut alienum non ladas*."

This hope was the greater, inasmuch as Mr. Justice NORTH in the first hearing of the case, pointed out that the rule of MARCELLUS had practically received judicial sanction in England. The learned judge cited the Digest, Lib. 39, Tit. III. (1) "*De aqua et aqua pluvie arcenda. Denique Marcellus scribit. Cum eo, qui in suo fodiens, vicini fontem avertit, nihil posse agi: nec de dolo actionem et sane non debet habere; si non animo vicino nocendi, sed eum agrum meliorem faciendi, id fecit*." Mr. Justice NORTH shows that this passage of MARCELLUS (which distinctly implies that legal redress by means of the *actio de dolo* was obtainable against a man who digs in his ground and diverts the water from his neighbour's well, with the object of injuring his neighbour, and not to improve his own land) was adopted by the Court of Exchequer Chamber in a considered judgment. (*Acton v. Blundell* (12 M. & W. 324, at p. 353)).

The widespread results which must follow from the formal restatement of, and the full publicity now accorded to, a rule of the present kind cannot be readily appreciated. Every reservoir of public water supply in the kingdom which depends immediately on subterranean springs and not on rivers, lakes, or surface streams, has become liable to interference and possible expropriation by owners of adjacent land. It can hardly be anticipated that the law can be allowed to remain permanently in its present state.

REVIEWS.

STREETS AND BUILDINGS IN LONDON.

THE LAW REGULATING STREETS AND BUILDINGS IN THE METROPOLIS UNDER THE LONDON BUILDING ACT, 1894, AND OTHER METROPOLITAN STATUTES, TOGETHER WITH THE STANDING ORDERS, REGULATIONS, BYE-LAWS, FORMS, &C., OF THE LONDON COUNTY COUNCIL AND OF THE COMMISSIONERS OF SEWERS OF THE CITY OF LONDON. By R. CUNNINGHAM GLEN, M.A., LL.B., and ARTHUR A. BETHUNE, Barristers-at-Law. With Explanatory Diagrams by ALFRED CONDER, F.R.I.B.A., F.S.I., Architect. Knight & Co.

THE LONDON BUILDING ACT, 1894, WITH APPENDICES CONTAINING STATUTES, OTHER THAN THE BUILDING ACT, STILL IN FORCE AND AFFECTING BUILDING OPERATIONS. ALSO THE BYE-LAWS, REGULATIONS, AND STANDING ORDERS OF THE LONDON COUNTY COUNCIL, AND OF THE COMMISSIONERS OF SEWERS OF THE CITY OF LONDON. WITH CONCISE NOTES AND CROSS REFERENCES. By WILLIAM RUSSELL GRIFFITHS, LL.B., and FRANCIS W. PEMBER, M.A., Barristers-at-Law. William Clowes & Sons (Limited).

The former of these works is a very full and comprehensive treatise on the whole law regulating streets and buildings in the metropolis. As the authors point out in the preface, the London Building Act, 1894, though it purports to consolidate all the enactments relating to the subject, has failed to do so, and the publication of their work has been delayed in order to insure the inclusion of the whole of the statute law relating in any way to the formation and construction of streets, and the erection and construction of buildings and structures within the metropolis. The first part of the book is naturally devoted to the recent Act, and great labour has been spent upon the notes to the sections. These give the effect of the decisions upon earlier cognate statutes—see, for instance, the full discussion of the authorities on the definition of the term "owner" (section 5 (29))—and the meaning and operation of the sections are elucidated by references to other parts of the Act. A good deal of the Act deals with technical matters of building, and it is difficult to follow the provisions of some of the sections, such as section 41, which prescribes the space for light and ventilation to be left at the rear of buildings having habitable basements, without assistance. The authors have realized the necessity in these cases of explanatory diagrams, and have wisely called Mr. Conder to their help. The excellent diagrams which he has furnished are given in an appendix at the end of the book. They will be found very useful, and they suggest the question whether a similar task of explanation might not properly have been performed by the Legislature. In the first and second appendices—the second relating only to the City—the authors have placed the statutes, other than the recent Act, which it is still necessary to consult in connection with streets and buildings. The remainder of the work is occupied with bye-laws, forms, and regulations.

The second of the two works mentioned above likewise includes the

various statutes, other than the Act of 1894, to which it is still necessary to refer, and while in the exposition of the statutes it does not aim at the fulness of Messrs. Glen and Bethune's book, it presents the whole law of the subject in clear and concise form, and with sufficient references for ordinary use. The first and second schedules of the Act of 1894 regulate in great detail the thickness of walls. The rules, which are verbose and complicated, are here usefully presented in tabular form (pp. 200-202). The latter part of the book contains the bye-laws and regulations of the London County Council and of the Commissioners of Sewers. The work has been carefully compiled, and will be found useful to the large class—lawyers, architects, builders, and others—whose business has to do with streets and buildings in the metropolis.

ALLOTMENTS.

THE LAWS OF ALLOTMENTS FOR THE POOR AND LABOURING POPULATION, INCLUDING THE ALLOTMENTS ACT, 1887 AND 1890; THE ALLOTMENTS AND COTTAGE GARDENS COMPENSATION FOR CROPS ACT, 1887; THE OPERATIVE PARTS OF THE LOCAL GOVERNMENT ACT, 1894, &C.; TOGETHER WITH THE INCORPORATED STATUTES, AND THE ADAPTION OF THE LANDS CLAUSES ACTS AND ALLOTMENTS ACTS BY THE LOCAL GOVERNMENT BOARD, WITH TABLES OF CASES AND STATUTES AND COPIOUS INDEX. Second edition. By JAMES BROOKE LITTLE, B.A., Barrister-at-Law. Shaw & Sons, Butterworth & Co.

Mr. Little prefaces this collection of allotment statutes with an interesting sketch of the development of the law of the subject. Under the Poor Law of Elizabeth, 43 Eliz., c. 2, the duty of providing work in each parish for poor children, and for persons having no means of livelihood, was imposed upon the churchwardens and overseers of the poor. To facilitate the performance of this duty the statute 59 Geo. 3, c. 12, authorized the purchase or hiring on account of the parish of suitable land not exceeding twenty acres in extent, and the letting of such lands to poor persons. From this provision the present law of allotments has sprung. Under numerous private Inclosure Acts allotments were made for the poor of the parishes, chiefly for the purposes of fuel, and when they ceased to fulfil their original object, these were by statute made available for letting "to industrious cottagers of good character," and the same policy was followed with respect to inclosures under the Inclosure Act, 1845. The amount of land available for the purpose was further increased by the Allotments Extension Act, 1882, under which parish charity lands were required, wherever practicable, to be let in allotments. At length the principle of conferring on the local authorities the power of compulsorily acquiring lands for allotments was introduced by the Allotments Act, 1887, and the law of allotments now mainly depends upon this statute and upon the alterations effected by the Allotments Acts, 1890, and the Local Government Act, 1894. All the statutes relating to the subject have been conveniently collected and arranged by Mr. Little, and their meaning explained by suitable notes. The book forms a very useful guide to the law of allotments.

EASEMENTS.

A DIGEST OF THE LAW OF EASEMENTS. By L. C. INNES, late Judge of the High Court, Madras. FIFTH EDITION. Stevens & Sons (Limited).

The first edition of this work was published in Madras in 1878 and the second in England in 1880. The various editions which have been called for since shew how widely Mr. Innes' labours have been appreciated. In certain respects the subject of easements lends itself readily to exact treatment, and the law is suitable therefore for being presented in the form of a digest. Easements are few in number, their nature is capable of clear definition, and the modes in which they are created and lost can be described with certainty. While, if in any point the English law is defective, an exhaustive body of rules is to be found in the Roman law. Moreover, there are the excellent treatises of Gale and Goddard, its indebtedness to which Mr. Innes acknowledges. With all these advantages, however, the task of reducing the law to digest form is no slight one, and great credit is due to Mr. Innes for the skill with which he has performed it. Such cases as *Dalton v. Angus* (6 App. Cas. 740), on the right of support, shew that even in fundamental points the law is still in process of formation, and the text-book writer must extract his rule as best he can from the varying wisdom of many judges. Another matter upon which there have been several important cases recently is the implied grant or reservation of easements upon the severance of tenements, and in the present edition special attention has been paid to this part of the subject. Mr. Innes follows the convenient plan of appending to the rules which he lays down illustrations taken chiefly from the decided cases. His work forms a useful companion to the fuller treatises on the law of easements.

CRIMINAL LAW.

THE CRIMINAL LAW. A SKETCH OF ITS PRINCIPLES AND PRACTICE.
By HENRY W. DISNEY, B.A., and HAROLD GUNDRY, M.A.,
Barristers-at-law. Stevens & Sons (Limited).

In this sketch of the criminal law the authors, after an introductory chapter on general principles, deal first with criminal procedure and evidence, and then pass to the description of specific crimes. In their preface they express doubt whether the arrangement will meet with general acceptance. In our view it is certainly the most useful and interesting order in which to deal with the subject. In the criminal law the question of procedure—and especially of jurisdiction—occupies a very important place, and it is of little use to discuss individual crimes until a clear view has been obtained of the manner in which they are to be punished. In the chapter on the jurisdiction of justices of the peace, on trial by indictment, and on evidence, Messrs. Disney and Gundry deal concisely but adequately with this preliminary part of the subject. The succeeding chapters treat of the various forms of crime, dividing them into offences against the State and public, offences against the person, offences against rights of property, and miscellaneous offences punishable summarily. Here again the authors give in small compass all essential information. The book is well written and arranged, and will be found useful by students, and by persons who desire to gain a general acquaintance with the criminal law.

CORRESPONDENCE.

THE COST OF THE ADMINISTRATION OF JUSTICE IN THE SUPREME COURT.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the recent article on the accounts of the Supreme Court of Judicature appearing in your issue of the 7th of September, 1895 (*ante*, p. 747), in which you state the cost to the country of the administration of justice in the High Court as £240,271, I see, on comparing the expenditure given by the account with the Civil Service Estimates for the year ending March, 1896, under the heading of "Law and Justice (ordered by the House of Commons to be printed on the 6th of March, 1895)," that several items of expenditure are, apparently, omitted from the account. There is a note in the estimates as follows:—

"Provision is also made in other accounts for expenditure in connection with this service. 1895-6.

"Buildings, furniture, fuel, light, &c.,	
Class I., 9,	£23,050
"Rates, Class I., B,	6,800
"Stationery and printing, Class II., 23,	15,500
"Non-effective, Class VI., 1,	50,141

which total to £95,491

While the only items in the account just issued which have any reference to these amounts would appear to be £ s. d.

"Rent, rates, taxes, repairs to buildings,	
furniture, gas, fuel, &c.,	17,382 4 11
"Cost of stationery,	15,710 0 0

Omitting, therefore, the stationery, which seems to be included in both the estimates and the account, we have the sum of £79,991 dealt with in the estimates, of which only £17,382 4s. 11d. is included in the account; doubtless, for very good reasons, but, at the same time, it is only fair to add the difference to the cost to the country of the administration of justice in the Supreme Court, which will thus be £302,879 15s. 1d.

Is there any explanation?
Cheapside, Sept. 26.

E. J. TRISTRAM.

ESTATE DUTY.

[To the Editor of the Solicitors' Journal.]

Sir—Will one of your readers kindly advise me as to who is liable to ultimately bear the payment of the new estate duty on property which was held by a testator for a term of years determinable on lives; the residuary legatee or the devisee of the property?

The devise (or bequest) is a direct one to a person other than the residuary legatee—see section 6 (2) and 9 (1) of the Finance Act, 1894. Under the old system the duty was, of course, borne by the residuary legatee, inasmuch as he had to bear the payment of all the probate duty.

W. E.

[A lease for a definite term of years, if certain persons shall so long live (which we presume is the case mentioned by our correspondent), is a chattel interest, and will pass to the executors (*Rawley v.*

Holland, 2 Eq. Cas. Abr. 753; 1 Williams on Executors, 9th ed., p. 596); hence there will be no charge on the property of a rateable part of the duty under section 9 (1). Consequently, the residuary legatee will be ultimately liable to bear the duty.—ED., S.J.]

CASES OF THE WEEK.

Before the Vacation Judge.

IN THE MATTER OF 5 VICT. C. 5. INTITULED "AN ACT TO MAKE FURTHER PROVISION FOR THE ADMINISTRATION OF JUSTICE" AND IN THE MATTER OF PANARDOS ZAFFERE—1st October.

PRACTICE—PUBLIC COMPANY—TRANSFER OF SHARES—INTERIM INJUNCTION—SERVICE OF—EXTENSION OF INJUNCTION UNTIL FURTHER ORDER—5 VICT. C. 5, s. 4.

Motion on behalf of Panardos Zaffere, of 23, Bucklersbury, City, for an order to restrain the Salisbury Reef Gold Mining Co. (Limited) from permitting the transfer of 100 shares in the said company numbered 49,358 to 49,357, both inclusive, standing in the books of the said company, and from paying any dividend due or to become due thereon until further order. In support of the motion, it was said that last week an order was made for an injunction over the 1st of October. The ground of the application was that a lady, acting, it was believed, under the influence of other persons, obtained the transfer of the shares by a trick, and lodged it for registration. The order had been served on the lady, and she did not appear. The motion was brought under 5 Vict. c. 5, s. 4, which was as follows:—"And be it enacted, that on and after the fifteenth day of October, one thousand eight hundred and forty-one, it shall be lawful for the said Court of Chancery, upon the application of any party interested, by motion or petition, in a summary way, without bill filed, to restrain the governor and company of the Bank of England or any other public company, whether incorporated or not, from permitting the transfer of any stock in the public funds, or any stock or shares in any public company, which may be standing in the name or names of any person or persons, or body politic or corporate, in the books of the Governor and company of the Bank of England, or in the books of any such public company, or from paying any dividend or dividends due or to become due thereon; and every order of the said Court of Chancery upon such motion or petition as aforesaid shall specify the amount of the stock or the particular shares to be affected thereby, and the name or names of the person or persons, body politic or corporate in which the same shall be standing. Provided always, that the said Court of Chancery shall have full power, upon the application of any party interested, to discharge or vary such order, and to award such costs, upon such application, as to the said court shall seem fit." The authority for now asking that the injunction be extended until further order was in *Re Blakley's Trusts* (23 Ch. D. 549). In that case Pearson, J., said, "I think the proper course will be to grant an interim injunction over the 19th inst. (the next motion day). You must serve the legal owners with notice of this order, and if they do not appear on the next motion day I can then extend the injunction." The procedure there down by Pearson, J., had been followed in the present case.

HAWKINS, J., extended the injunction until further order.—COUNSELL, Herbert Brown.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

PULLINGER v. BARNATO—1st October.

SPECIFIC PERFORMANCE—CONTRACT TO ALLOW INSPECTION OF BOOKS—BREACH OF CONTRACT BY PLAINTIFF.

This was a motion on behalf of the plaintiff for an order that in pursuance of clause 4, sub-clause (a), of an agreement dated the 24th of December, 1894, and made between the plaintiff of the one part and the defendants of the other part, the defendants might be ordered within two days from the date of the order, or within one day from the date of its service, whichever should be the earlier date, to produce for the inspection of the plaintiff or Francis Joseph Dormer, or other the authorized agent of the plaintiff, books exhibiting all transactions in respect of shares pooled under the said agreement as originally existing, or as renewed or extended, and that the defendants might be ordered forthwith to furnish to the plaintiff an account of all sales, purchases, and other transactions under or in pursuance of the said agreement, and of the funds arising therefrom or out of the operations of the pool therein mentioned, or that such other order might be made in the premises as the court might think fit. The said agreement (so far as material) was as follows:—" (1) The said Pullinger agrees to sell, and the said Barnato Brothers agree to purchase, 35,000 Bufiledoorn shares (or one-half of the said Pullinger's holding of shares in that company at this date, the said holding being 70,000 shares more or less) at the price of 26s. 3d. per share, also 140,000 Western Districts shares for an agreed sum of £40,000. . . . (4) It is mutually agreed that the holdings of shares by Barnato Brothers and the said Pullinger shall be pooled for a period of six months, subject to renewal from time to time on the following conditions—viz., (a) That the said Barnato Brothers shall cause to be kept a separate set of books, which shall exhibit all transactions in respect of the shares so pooled, and such books shall at all reasonable times be open to the inspection of the said Pullinger or his authorized agent; (b) that the funds arising out of the operations of the pool shall be distributed as may be from time to time agreed; (c) that no shares shall be bought or sold by either party during the subsistence of this agreement except for pool account, and no shares

shall be sold under the price of 40s. per share save with the consent in writing of the said Pullinger; (d) that subject to the above stipulations the operations of the pool shall be independently conducted by the said firm of Barnato Brothers." In support of the motion it was said that the plaintiff had been unable to obtain inspection of the books in accordance with clause 4 (c) of the agreement. The case involved immense interests; in fact, the transactions amounted to millions. For the defendants it was said that there had been a gross breach of contract. The 35,000 Buffelsdoorn shares had not been brought in, and under these circumstances the plaintiff could not obtain specific performance of the agreement. It was asked that the motion should stand over for a week.

HAWKINS, J., said he should not try the question of breach of contract. He thought the defendants ought to give inspection of the books, but he thought it unreasonable that they should be asked to give it in a day or two as the plaintiff wished. The defendants ought to say what books were in England and when they could be inspected. The motion would stand over for a week, but on Tuesday next he should expect the defendants to produce an affidavit saying what books they had, where they were, and when they could be inspected.—COUNSEL, *Alexander, Q.C., and Beaumont; Marten, Q.C., and Vernon. SOLICITORS, Beaumont & Son; Ashurst, Morris, Crisp, & Co.*

[Reported by J. E. ALDOUS, Barrister-at-Law.]

COOMBER v. ATKINS—1st October.

PRACTICE—RECEIVER—CROSS MOTIONS—JOINT APPOINTMENT—COSTS.

These were cross motions by the plaintiff and defendant respectively, for the appointment of a receiver of the assets of the partnership recently subsisting between them. The only question was whether the person nominated by the plaintiff or defendant ought to be appointed receiver. It appeared from the statements of counsel that the writ was issued on the 11th of September. The plaintiff served his notice of motion on the 27th of September and the defendant served his on the 26th. Both parties agreed that a receiver was necessary, and neither objected that the nominee of the other was an unfit person. For the plaintiff it was submitted that the defendant's motion ought to be dismissed, with costs. It was quite unnecessary and was a mere attempt to out-mancuvre the plaintiff. For the defendant it was contended that where there were two motions for a receiver, preference should be given to that which was served first unless the other side could shew some objection to the person nominated.

HAWKINS, J.—I can see there is a lot of feeling in this case, and I am very much inclined to appoint neither of the gentlemen proposed, but to make some independent appointment of my own. Good sense ought to have made the parties say, "We do not agree, let us each submit two or three names to the judge and give him discretion to select one." However, the best thing will be to appoint both gentlemen and they will act as joint receivers. There will be no costs of either motion.—COUNSEL, *London; Cooper Wylie. SOLICITORS, H. S. Clifton; Stanley, Evans, & Co.*

[Reported by J. E. ALDOUS, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

The following is the programme of papers to be read at the Liverpool meeting.

WEDNESDAY, the 9th of October, at 11 a.m., in the council chamber, at the Town Hall:—

The proceedings will commence with the president's address, after which the following papers will be read:—

- "Legal Education"—Joseph Addison, London.
- "Solicitors' Education"—A. F. Warr, Liverpool.
- "Solicitors as part of the Government"—Sydney Style, Liverpool.
- "Extension of the Society"—Wm. Godden, London.
- "Some experience of the Working of the Limited Liability Acts during twenty-five years of a Country Practice, and a few suggested Amendments."—John E. Ward, Newport, Mon.
- "Honest and Dishonest Company Promoters."—J. W. Rehl, London.
- "History of the Poor Rate, and the Injustice of its Present Incidence."—R. F. Lonsomere, Tiverton.
- "Solicitorships for Solicitors."—Harvey Clifton, London.

THURSDAY, the 10th of October, at 11 a.m., in the council chamber, at the Town Hall:—

"Registration of Title and Conveyancing Reform."—B. G. Lake, London.

"Land Transfer in England and Scotland," with special reference to the Land Transfer Bill, 1895.—T. C. Young, Glasgow.

"Tenant by Copy"—Granham R. Dodd, London.

"Long Vacation."—Thos. Rawle, London.

"Some Thoughts on three Present-Day Questions: (1) Continuous Sittings; (2) Litigation Costs; (3) The Present System of Magisterial Appointments."—W. P. Fullagar, Bolton.

"Commercial Causes and Costs."—Ernest Todd, London.

"Should the County Court be made a Branch of the High Court of Justice?"—F. D. Lowndes, Liverpool.

"County Court Fees."—E. J. Trustram, London.

"One Law for the Rich and another for the Poor."—C. H. Pickstone, Radcliffe Bridge, Lancashire.

The president may make any alterations in the order of the papers which he may think convenient.

MANCHESTER INCORPORATED LAW ASSOCIATION.

The following are extracts from the report of the committee:—

Members.—The association now consists of 358 members, sixteen new members having been elected during the year. The committee hope that all members will use their influence to induce local solicitors to join the association.

Manchester District Registry (High Court) appointment of district registrar.—A vacancy having occurred in the office of district registrar through the death of Mr. Registrar Gassett, the president placed himself in communication with the Lord Chancellor, with a view to securing the appointment of a solicitor to the office. The Lord Chancellor intimated that he was prepared to confer the appointment upon a solicitor, and ultimately Mr. W. H. S. Watts, who was for many years an active member of this committee, was appointed.

Stamps on apportioned chief rents.—On the 17th of September, 1894, the Commissioners of Inland Revenue issued a circular, a print of which will be found in the appendix, p. 25, to the effect that where a property subject to a chief rent is sold in lots subject to a proportionate part of the rent, and the owner of the rent is no party to the apportionment, the ad valorem stamp duty was payable not only on the purchase-money, but also on the amount of the apportioned rent calculated at twenty years' purchase, and that to avoid penalties this extra duty would have to be paid on deeds already executed within a period of three months. This construction of the Stamp Act was admittedly not in accordance with the previous practice either of the profession or of the commissioners, and on the 22nd of November, 1894, a meeting was held in Manchester to consider the circular, when representatives of the Liverpool, Blackburn, Bolton, Bury, Preston and Blackpool, Oldham, Burnley, and Ashton Law Societies were present when it was resolved that an Act of Parliament should be obtained, if possible, to declare the law as to stamping the deeds in question, and that a declaration should be asked for that all deeds previously stamped on the purchase-money only, in accordance with the established practice, should be deemed duly stamped. The Incorporated Law Society arranged for a deputation to wait upon the Commissioners of Inland Revenue, and the president (Mr. Allen) and Mr. Henry Wood attended on behalf of this association, and urged upon the commissioners the desirability of obtaining an Act of Parliament to deal with the whole question, which was of so much importance to all interested in property in this locality. The commissioners informed the Incorporated Law Society that after careful consideration they had come to the conclusion that there would be very great difficulty in obtaining an Act of Parliament as suggested, but that, in view of the representations made, they would be prepared to modify the terms of their circular of the 17th of September, 1894, by a further circular stating that they would adjudicate as duly stamped (without payment of extra duty or penalty) any deeds dated before the circular of the 17th of September, 1894, being within the classes of deeds which had been stamped according to the view of the law as it prevailed prior to the last mentioned circular, but only on condition that this would satisfy the profession and close the matter. The commissioners were asked to submit a draft of the proposed circular to the profession before it was issued, but they declined to do so. A further meeting of Lancashire law societies was held in Manchester on the 10th January, 1895, at which the following societies were represented—viz., Liverpool, Blackburn, Preston and Blackpool, Bolton, Oldham, and Ashton. The position taken up by the commissioners and their proposals were considered, and it was ultimately resolved that the proposals should be accepted as satisfactory to the profession, provided that the operation of the fresh circular was extended to all conveyances and assignments subject to undivided or apportioned rents dated prior to the issue of the circulars or to some other date to be fixed, and it was further resolved that efforts should be made to secure facilities for obtaining adjudication of deeds without any abstract and through local post offices. On the 20th of February, 1895, the commissioners issued a further circular, stating that all deeds dated before the 31st of December, 1894, will be adjudicated as duly stamped, without payment of any further duty and without any limit as to the time within which they may be sent in for adjudication. This circular was carefully considered by the committee and deemed satisfactory. All deeds therefore dated after the 31st of December, 1894, have to be stamped in accordance with the circular of the 17th of September, 1894.

Manchester District Registry, High Court, Chancery Division.—Mr. Justice Kekewich having made special arrangements with reference to court business in London for cases from Manchester and Liverpool and the details thereof having, through the courtesy of Mr. Registrar Watts, been communicated to the president, the following circular was prepared and was sent to every solicitor in Manchester:—

"It is not necessary for me to remind you of the practice which has hitherto prevailed for transacting before Mr. Justice Kekewich whatever arises out of proceedings in the Chancery business of the High Court, which may have been commenced either in the district registry at Manchester or in the district registry at Liverpool. Having regard, however, to the importance of duly utilizing all the time of the court in London, Mr. Justice Kekewich has now decided that, subject to special arrangements arising out of the circumstances of any particular cases, the exigencies of other business, the convenience of parties or otherwise, his lordship intends in future to take Lancashire business only once a fortnight, instead of taking Manchester and Liverpool business in alternate weeks as hitherto. It may, however, be understood that chamber summonses will be taken as heretofore on Friday afternoon, after the filing of

the court, but at the same time the judge may find it necessary to take such summonses at a somewhat earlier hour than has hitherto prevailed but this is a matter which will from time to time be decided by his lordship, although he at the same time intends to consult the convenience of Manchester and Liverpool practitioners on this subject, with a view to avoid detaining them in London longer than is necessary. Summonses adjourned into court, as well as short causes and petitions, will be taken on Saturday as heretofore and in priority to London business, so as to allow Lancashire practitioners to return home as early in the day as possible. Motions in causes and matters pending in the Manchester and Liverpool District Registries will be heard on Saturday, but since there will be no list of them the first item in Saturday's paper will be "Motions," and so counsel will have an opportunity of moving. The judge has also instructed the Manchester district registrar that he may give leave for service of notice of motion with writ, for or before appearance, for the Lancashire Saturday in any case in which he may think proper for the purpose. It may also be understood that since the judge does not intend to prevent motions being made in the interval between two Lancashire Saturdays, he has informed the registrar that he may give leave to serve notice of motion specially for any Friday or other day on which the judge may be taking motions in the regular course, provided the registrar thinks that the case in which this special leave is asked for justice requires that it should be given. What is above stated is contained in a letter from Mr. Justice Kekewich to Mr. Registrar Watts, and which letter having been submitted to my committee it was decided that the present communication should be made to all Manchester practicing solicitors. The trouble which has been taken by Mr. Justice Kekewich in trying to make satisfactory arrangements for the transacting of Lancashire business before him in future will doubtless be much appreciated by the profession, and especially when I also inform you that his lordship has intimated his readiness to consider any suggestions which may be made to him by the registrar for departing from the new practice which is to prevail, and in addition to this the judge has also intimated his willingness to consider any applications which may be made to him by counsel in court."

Chancery of Lancashire.—The Liverpool Law Society called the committee's attention to the arrears of witness actions existing in this court at the commencement of the Long Vacation, and a meeting was held on the 25th of September, 1894, to receive a deputation from that society. After considering the state of the cause list, a resolution was passed that it was desirable that the Palatine Court Sittings should as in the High Court be continuous and irrespective of the sittings of the Court of Appeal, and that the Palatine Court should sit for the same hours as the High Court. A deputation of the Bar, and from this association and from the Liverpool society, waited upon the Vice-Chancellor, on the 21st of December, 1894. The Vice-Chancellor, after hearing the statements of the deputation, gave explanations of his views on the various points, expressing at the same time his great desire to preserve the efficiency of the court. The calendar for 1895 was submitted to the committee, who were gratified to find that effect had been given to their suggestions in many respects, and they are pleased to see that, with the aid of Mr. Registrar Willis Taylor, of Liverpool, sitting as assistant and deputy Vice-Chancellor, the witness list is now in a much more satisfactory state. On the vacancy occasioned by the death of Vice-Chancellor Robinson, the committee, in conjunction with the Liverpool Law Society, took the opportunity of laying before the Chancellor of the Duchy, a statement in writing, respectfully urging that upon filling the post of Vice-Chancellor, it should be made one of the conditions of the office that the Vice-Chancellor should reside within easy distance of Manchester and Liverpool, and not in London, that the court should sit for the same hours as the High Court judges sit in the Chancery Division, that the court should not adjourn on the days when Palatine appeals were heard in London, and that summonses adjourned to the judge should be heard after the rising of the court, and not in the middle of the day, at the expense of court work. It was also urged that the appointment should be conferred upon some one of energetic temperament possessed of vigorous mental powers and of experience in Chancery matters. In November last Mr. Atkinson, one of the assistant registrars of the court, was appointed Registrar of the Manchester County Court, and the president was requested to communicate with the Chancellor of the Duchy with a view to securing, if possible, that the appointment should be conferred upon a solicitor, but in this he was unsuccessful, and the post has been filled by the appointment of Mr. Steinthal, barrister-at-law. The new rules of the court were considered in November last, and being in effect similar to those issued by the High Court, were approved by the committee. Mr. Registrar Winstanley informed the president that certain alterations were contemplated at the offices of the Manchester Registry with a view to providing more room for the staff and better accommodation generally. A deputation from the committee had several interviews with Mr. Winstanley and discussed the plans with him, and having ascertained that there was no prospect of the Duchy authorities building new offices, or consenting to pay a higher rent for better accommodation, and being satisfied that the proposed alterations would provide considerable increased accommodation for the public and profession, and being informed that the Duchy were prepared to take a ten years' lease of the offices as altered, the committee approved of the plans for the proposed alterations.

Continuous sittings (High Court) in Lancashire.—The Liverpool Law Society have prepared a Bill for continuous sittings of the High Court to be held in Lancashire, and the committee have agreed to join with that body in promoting the Bill. It was introduced into the last Parliament by Mr. W. H. Holland, M.P., and received the support of the Manchester Chamber of Commerce, and the Manchester Corporation as well as of similar bodies in Liverpool. A petition from this association in support of the Bill was presented by Mr. Holland. The president was in attendance at the House

of Commons when the Bill came on for second reading, but it was adjourned, and ultimately an arrangement was made that the Bill should be referred to a select committee with power to take evidence. Arrangements were in progress for the lord mayor, town clerk, and the president and secretary of the Manchester Chamber of Commerce to give evidence before the committee, and several members of this association had agreed to prepare evidence, when the dissolution of Parliament put an end to the proceedings for the present.

Land Transfer Bill.—This Bill was again introduced into Parliament, and was carefully considered by the Incorporated Law Society, and arrangements were made by the society and by private individuals to have it blocked for second reading. In May last the blocks were removed with a view to the measure being read a second time upon an arrangement with the Government that the Bill should be referred to a select committee with power to consider the principle involved by the Bill and to take evidence upon the whole subject. Mr. John Forshaw, of Preston, Mr. Parkinson (vice-president), and Mr. Worthington were requested to give evidence on behalf of the association in opposition to the Bill and to its compulsory clauses, and Mr. Forshaw has been examined before the committee, but owing to the dissolution of Parliament the select committee made no report.

THE PARIS PRISON CONGRESS 1895.

We make the following extracts from a summary report of the proceedings at this congress which has been issued by the Howard Association.

Habitual offenders and cumulative sentences.—The first subject marked for the first section, was the treatment of habitual offenders, and it was dealt with in eleven papers, which, in the order in which they were arranged for the congress, were by Messrs. Tallack, Berlet, Foinitsky, Darrouy, Mauchamp, Garofalo, Garcon, Cornet, Ruggles-Brise, Van Hamel, and Typaldo-Bassia. Mr. Ruggles-Brise showed the necessity of allowing, as in English procedure, a large measure of discretion to the judges, in dealing with habitual offenders. He objected to anything like a hard and fast minimum sentence and to excessive cumulation in sentences. Mr. Tallack also deprecated this excess, and pointed out that a too harsh and rapid cumulation had, in England, greatly frustrated the very object in view. He therefore advocated a system of *very gradual*, but certain progression, in sentences both on habitual criminals and misdemeanants, as a principal means of dealing effectually with these classes. Professor Foinitsky combated the objection sometimes raised by pseudo "humanitarians," that when a person has been once punished for an offence, this should not influence his punishment for future offences. The professor pointed out that it is not the act, but the agent, not any individual offence but the dangerous *habit and purpose* of the offender, which necessitates an increase of punishment for repetitions of crime. M. Van Hamel thought that a clearer line should be drawn in practice, between the treatment of professional criminals and others. He advocated long sentences for the former class. M. Garofalo, of Italy, urged that "The tolerance of the community ought to have limits, and it is inexpedient that a reluctance to exercise severity towards the worst members of society shall expose honest persons to constantly renewed injuries by habitual evil-doers." The congress, with unanimity, adopted resolutions in favour of a progressive cumulation of sentences, for habitual offenders, recommending also more rigorous measures with the professional malefactor.

Conditional liberty and liberation.—One of the most striking and encouraging features of the congress was the powerful and general testimony brought before it, shewing the rapidly increasing adoption of other means than imprisonment for the repression of minor offences. And, in particular, it was shown that this object is now being largely sought by means of conditional liberty, either by deferred execution of sentence, as in Germany, and in England by the probation of "First Offenders Act," or by placing delinquents under the care and oversight of probation officers, as in Massachusetts. In addition to this, imprisonments are being in great degree shortened by means of conditional liberation, as under the British ticket of leave system and the American plan of indeterminate sentences. The delegates from America bore united testimony in favour of the system of conditional liberation as carried out in the two state prisons of Elmira (N.Y.) and Pontiac (Ill.). Major McClaghry, Governor of Pontiac Prison, said that criminals committed to that place have the opportunity, by hard work, diligent study, and good behavior, of materially shortening their detention. On entry, they are placed in the second grade, out of which they can only rise by fulfilling three conditions, viz., (1) learning the rudiments of a useful trade; (2) acquiring the elements of an English education; (3) earning, consecutively, for six months, three good marks for work, three for study, and three for conduct; or nine marks per month. They are then promoted to the first grade, where, again, they must earn nine marks for six more months consecutively. If this is done, they are liberated conditionally on continued good behaviour. But if a prisoner does not thus exert himself, he has to serve out his original sentence, whether it be one, five, or ten years. At Elmira the system is nearly the same. Major McClaghry, General Brinkerhoff, and Mr. C. T. Lewis stated that this necessity for self-exertion and self-elevation constitutes not only a reformatory but also a deterrent influence, and that criminals hate to be compelled thus to *pull themselves up* to a high standard. They prefer other prisons where no such system exists, and especially prisons where they can have tobacco, and enjoy, to the full, the association of other criminals. It was added that both at Pontiac and Elmira, 80 per cent. of the prisoners do not return. Professor Kirchheim (of Heidelberg) drew timely attention to the absolute necessity for a more effectual supervision of offenders enjoying conditional liberty or liberation, both in America and Europe. If such liberty be granted (which he did not

specially advocate) it should be watched over by regular "Probation Officers," as in Massachusetts. This is a very important caution, well deserving of notice by the countries concerned.

Cellular separation.—There was a noteworthy preponderance, manifested in the congress, of approval of the entire separation of prisoners from association with others, during the shorter terms of confinement; and the congress adopted a resolution accordingly, at least in regard to men. Several speakers, however, said that women could bear separation quite as well as men. A Dutch lady visitor of prisons, the Baroness De Welderen Bangers, of the Hague, said that the health of the female prisoners in Holland, under the cellular system, was excellent, and she hoped that plan would be generally adopted for women.

Vagabondage and mendicancy.—The question of vagabondage was the subject of fifteen papers, and in particular of a very comprehensive and valuable report prepared by MM. F. Dreyfus, L. Rivière and J. Drioux, in which they drew special attention to the experience of Belgium, with her beggar colonies of Merxplas and Wortel. The principle there adopted is tolerably long detention, with occupation in agricultural and handicraft labour. In three years the number there detained has fallen from 8,800 to 6,600. It was stated that the Dutch beggar colonies had not been successful, owing to insufficient discipline and classification. But M. Albert Rivière showed that serious evils attended the massing together of so many vagabonds in the Belgian "colonies." He thought no "colony" should exceed 500 persons. The discussion on these papers resulted in the recommendation of prolonged industrial detention of vagabonds, with careful classification.

Juvenile offenders.—M. Cluzes showed the mischief of permitting younger boys to associate with elder youths in reformatories, and the importance of classification. Mr. Randall described the excellent results obtained in Michigan and several other American states, by placing out neglected and orphan children amongst carefully selected foster-parents, under regular supervision. In cases of parental neglect, the State deprives the parents of all further control over their children, for the benefit of the latter. M. Puiarsaud described two French reformatories, for boys, which have been remarkably successful, in consequence of their being placed entirely under the management of ladies; and he recommended a much more general resort than hitherto to the services of ladies, for all institutions for the younger boys at least. At the Chanteloup Farm, in the reformatory colony of St. Hilaire (Vienne), two ladies have the full charge of 100 boys under 12 years of age. At another similar establishment at Frasnac-le-Château (Haute-Saône), a band of Alsatian Sisters undertake the complete care of 400 youths, of from 12 to 20 years of age, with wonderful success; and, without any assistance from male officers, they secure obedience and good discipline. M. Moldenhawer described the benefit resulting from the appointment, at Warsaw, of special magistrates for dealing with cases of juvenile delinquents, and also of arrangements for avoiding the consignment of children and youths to ordinary police-cells, where they may be corrupted by adult criminals. [In this matter, Warsaw and Massachusetts and some of the Australian Colonies are in advance of Great Britain.] The congress adopted resolutions in favour of enforcing parental responsibility, and the forfeiture of abused parental "rights," in reference to juvenile offenders; also in advocacy of an increased resort to the services of ladies for reformatory work.

The Bertillon System.—The great value of the Bertillon System of Anthropometric Measurements, for the identification of criminals, was ably impressed upon the congress by Mr. Edmund R. Spearman, J.P. (England), Dr. Curti, and three other gentlemen. Many of the delegates were also afforded, in a most interesting manner, opportunities of observing, at the Prefecture of Police, the practical operation of this remarkable system, which is an honour to its inventor and to France. Mr. Spearman stated that it is now adopted by Russia, the United States, Norway, Switzerland, Roumania, and Argentina, and more recently by Great Britain and British India. The congress recommended its general uniform adoption, as being most desirable everywhere.

Aid to prisoners before and after discharge.—Much information was given to the Congress on this subject, and in particular by M. Wieselgren, Director-General of Swedish Prisons, Mr. E. J. Ruggles-Brise, chairman of the Prison Board of England and Wales, and M. Richard Petersen, the Governor of Christiania Prison, Norway. M. Wieselgren made some excellent observations upon the selfish indifference of many prisoners to the miseries they had caused to their own families, and upon the necessity, for their moral elevation, of bringing them to some sense of this. Hence the Swedish Government has taken means to induce prisoners before their discharge, to contribute a portion of their earnings for the assistance of their families, in order that this may also afford some influence towards their reformation and moral progress afterwards. Nor has this effort been without success. Mr. Ruggles-Brise presented an interesting account of British modes of assisting discharged prisoners, and described the industrial homes, which, on a small scale, had been established in several places for the temporary employment of this class whilst awaiting situations. He eulogised the efforts made by many English ladies to help women on leaving prison, and expressed his desire to see an aid committee of ladies established in connection with every prison for women. M. Petersen urged the necessity of precautions to prevent prisoners, on discharge, from wasting their money upon the evil associates who so often are awaiting them outside the gates, and who so speedily lead them again into crime.

OLD AND RARE FIRE INSURANCE POLICIES, &c., wanted to complete a Collection.—Particulars, by letter, to A. R. C., 76, Cheapside, London.—[ADVT.]

LEGAL NEWS.

OBITUARY.

MR. WILLIAM STAPLETON TROLLOPE, solicitor, third son of Mr. George Francis Trollope, of Streatham, died on the 20th ult., at Southampton, from rapid collapse following on a recurrence of sunstroke. The deceased gentleman was articled with Messrs. Trollope & Winckworth, of Abingdon-street, S.W., was admitted a solicitor in 1873, and has since 1882 practised in Parliament-street. He was well known in the cricketing world, having played for the Westminster eleven, at which school he was educated, and also for his own county of Surrey, of which club he had been for years a member of the committee. He was also a member of the M.C.C. and the Inocogniti. Mr. Trollope was forty-one years of age, and unmarried. He was admitted to the livery of the Merchant Taylors' Company in the year 1884.

MR. FREDERICK WICKINGS SMITH, solicitor, senior partner in the firm of F. Wickings Smith & Son, of 23 (formerly of 63), Lincoln's Inn-fields, died on the 30th ult. at his residence, "Bellefield," Blackheath-park, in his 85th year. The deceased was one of the oldest solicitors on the roll, having been admitted so long ago as Hilary Term, 1833, a period of upwards of sixty-two years. Mr. Smith was for many years vestry clerk of the Parish of Lee, Kent, and, in addition, held various other local appointments, which, in consequence of failing health, he resigned a few years since. He had a very wide circle of friends, and was universally respected. It may be mentioned that in the earlier part of his legal career he was for a short time in partnership with the late Sir Archer Denman Croft, Bart, afterwards a master of the Court of Queen's Bench.

The death is announced of Mr. CHARLES PALMER PHILLIPS, Commissioner in Lunacy. He was called to the bar in 1846, and was principal secretary to Lord Chelmsford in 1859, and was secretary to the Commissioners in Lunacy from 1865 to 1872. In the latter year he was appointed a Commissioner.

APPOINTMENTS.

MR. LIES KNOWLES, M.A., LL.M., M.P., barrister-at-law, has been appointed to be Second Church Estates Commissioner, in the room of Mr. George GRANVILLE Leveson-Gower, resigned.

MR. J. G. LINCOLN, solicitor, of 16, Mark-lane, London, has been appointed Registrar of the Chertsey County Court, in succession to Mr. Capes.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

HERBERT NIELD and HARRY F. STROUTS, Monument Station-buildings, King William-street, London, solicitors. June 24.

HENRY RUSSELL and EDWARD ARIES THOMAS BREED, solicitors, 14, Old Jewry-chambers, London (Russell, Son, & Scott). September 26. [Gazette, October 1.

INFORMATION WANTED.

RE WILLIAM HENRY CHAYEN ALLEN, deceased. Any person HOLDING a MORTGAGE or CHARGE or representing one Arthur Warner, of 15, High-bury-crescent, London, believed to have held a charge on the share of WILLIAM HENRY CHAYEN ALLEN (who died on the 21st of May, 1893, at Warren, Sydney, New South Wales), which share was derived under the will of the late Rev. Henry Allen, of Patcham, Sussex, and under the will of the late Elizabeth Tomlinson Lamotte, of Worthing, Sussex, is requested to SEND PARTICULARS of his or her claim forthwith to us, the undersigned, BEAUMONT & SON, 23, Lincoln's-inn-fields, London, W.C., solicitors for the trustees of the share above mentioned.

HERBERT COLERIDGE'S ESTATE.—To Solicitors and others.—THE PROBATE of the WILL of the late HERBERT COLERIDGE, Barrister-at-Law, proved 25th May, 1861, under which William Christopher Valentine, deceased, and John Duke, Baron Coleridge, deceased, were the Trustees, with various certificates and other documents relating to the trust cannot be found. Any one able to give INFORMATION on the subject is requested to communicate with Messrs. C. & S. Harrison & Co., 19, Bedford-row, London, W.C.

GENERAL.

The Central Legal News is responsible for the following:—"This map of your new railroad is imperfect," said the judge. "Imperfect, your honour?" "Yes, sir. There's your station, there's your tank, and there's your coal chute. Now, where is your receiver?"

The Times says that a continental jurist of great eminence has just passed away in the person of Dr. Heinrich Fick, of Zurich. He held the Chair of Law at the university of Zurich for many years, and retired from that position only a few months ago. A native of Cassel, Professor Fick, identified himself so warmly with the democratic movement in Germany in 1848, that he deemed it advisable to pursue his career under the shelter of Republican institutions. He accordingly accepted the Chair of Law at the university of Zurich, with which city his name has become intimately associated. He filled other posts of honour and distinction, among which may be mentioned that of rector of the university, to which

office he was repeatedly elected. He rendered important service to the State in framing legislative measures, and his skill as a practical lawyer was in great request. During the latter part of his life he was for many years a martyr to a nervous malady which caused paroxysms of acute physical suffering. But his undaunted energy and spirit never permitted these to interfere with the fulfilment of his academic and other duties. He was a brilliant conversationalist, and his genial and generous nature won for him a wide circle of friends, by whom his loss will be deeply felt.

The Association for the Reform and Codification of the Law of Nations inaugurated its seventeenth conference at Brussels on the 1st inst. Sir Richard Webster, the Attorney-General, president of the association, occupied the chair. In the course of his address, according to a correspondent of the *Times*, he said it was a significant fact that we no longer thought it necessary to advocate the principle of international arbitration; that we now regarded it as so fully recognized by all civilized nations as to render argument in its support unnecessary. With regard to the question of procedure, he had himself some experience of arbitration proceedings. He thought it right, without discussing the details of matters which must come before the conference, to call attention to fundamental matters of principle which must not be overlooked. The dream and aim of many of the most competent minds were that, in order to realise the highest ideal and to obtain the greatest amount of success, there must be established a permanent court, supported by civilized nations, to which all civilized nations should appeal in lieu of adopting the terrible arbitrament of war. With regard to the ultimate aim of that and any similar association, he did not dissent from that view, nor would he ask any one to forego one jot of that ideal or abstain from pressing it forward by advocacy and argument. He would, however, point out that there was an intermediate condition of things no less important and no less urgently demanded by events of everyday national life—he meant reference to the arbitration of tribunals appointed *ad hoc* of questions which might from time to time arise. Those who had had personal experience in diplomatic work and in international relations knew that the nature of the questions which might be dealt with by arbitration was so various that it by no means followed that a permanent tribunal of the kind indicated would be necessary or even suitable for the settlement of them all. The subject was so vast and so interesting that he resisted with difficulty the temptation to enter into it, but he would briefly allude to three typical instances:—1. Cases of boundary. 2. Cases of damage for an admitted wrongful act. 3. Cases of dispute involving questions of legal right. Instances of all these could be found in the records of international arbitration. In the first case, a small impartial commission of military or naval men or travellers would be admitted to be the best tribunal. In the second, one or more commercial men of standing could settle in a comparatively short period the question of amount. In the third legal training, judicial knowledge, and power to appreciate legal arguments would be absolutely essential. There might, therefore, be many cases in which disputes from time to time arose which could be dealt with satisfactorily without the establishment of a permanent tribunal.

At Messrs. H. E. Foster & Cranfield's 560th Monthly Periodical Sale, at the Mart, E.C., on Thursday last, the following prices were realized:—Reversion to one-half of one-sixth of trust funds amounting to £13,670, together with Policies for £1,000, lives 72 and 67, sold for £570; Absolute Reversion to one-fourth of £530 Consols, life 64, sold for £70; Absolute Reversion to £583 Consols, life 71, sold for £395; Annuity of £50, with Policies for £850, life 43, sold for £630; Policy of Assurance for £2,000 in the Liverpool and London and Globe Insurance Co., with guaranteed bonuses, life 59 (surrender value £942), sold for £1,460; Policy of Assurance for £500 in the West of England (now Commercial Union) Assurance Society, age 51, sold for £150.

BIRTHS, MARRIAGES, AND DEATHS.

DEATH.

SMITH.—Sept. 30, Frederick Wickings Smith, of Bellefield, Blackheath-park, and Lincoln's Inn-fields, aged 84.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875.)—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Sept. 27.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

GRANTVILLE HOTEL CO., LIMITED.—Petn for winding up, presented Aug 30, directed to be heard on Oct 30. Griffith & Gardiner, Old St. Sepulchre's Inn, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 29.

J. & M. NEWBURY & CO., LIMITED.—Creditors are required, on or before Oct 24, to send their names and addresses, and the particulars of their debts or claims, to JOHN BRIDGEMAN

DEBON, T. Grahame 1836, Southall st. Phelps & Co, Aldersbury, solrs for liquidator.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

ALPHA MILL CO., LIMITED.—By an order dated Sept 17, it was ordered that the voluntary winding up of the company be continued. Innes, Manchester, solrs for petnrs.

London Gazette.—TUESDAY, Oct. 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

LOWER LANGLAIGLE GOLD MINES, LIMITED.—Petn for winding up, presented Sept 20, directed to be heard on Oct 30. Newson, Great Winchester st, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 29.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

ALPHA MILL CO., LIMITED.—Creditors are required, on or before Nov 8, to send their names and addresses, and the particulars of their debts or claims to Clement Vincent Haworth and Edwin Guthrie, 71, King st, Manchester. Addleshaw & Co, Manchester, solrs for liquidators.

FRIENDLY SOCIETIES DISSOLVED.

BULMER FRIENDLY SOCIETY, Sudbury, Suffolk. Sept 26
CARLTON COLVILLE SOCIETY OF BROTHERLY LOVE, Carlton Colville, Suffolk. Sept 26
FRIENDLY SOCIETY, Oxford, Suffolk. Sept 26
GARTNARLWS SHEPHERDESSES SOCIETY, High Corner House Club Room, Llanfair, Porthcelyn B.S.O., Glamorgan. Sept 21
GREAT BRADINGS NEW FRIENDLY SOCIETY, Great Bradings, Suffolk. Sept 26
HAND-IN-HAND SOCIETY OF BROTHERLY LOVE, Peasenhall, Suffolk. Sept 26
HARE INN FRIENDLY SOCIETY, Long Melford, Suffolk. Sept 26
LOWESTOFT UNITED PROVIDENT SOCIETY, Lowestoft, Suffolk. Sept 26
LOYAL HOPE LODGE FRIENDLY SOCIETY, White Hart Inn, Penistone Bridge, Penistone, Sheffield. Sept 21
PALGRAVE UNION BENEFIT CLUB, Palgrave, Suffolk. Sept 26
ROYAL OAK FRIENDLY SOCIETY, Walton, Suffolk. Sept 26
SANTALAN MARIUS, London District Ancient Order of Shepherds, "The Telegraph," Hawke st, Jubilee st, Stepney. Sept 21
SHOTTISHAM SOCIETY OF BROTHERLY LOVE, Shottisham, Suffolk. Sept 26
TRAFALGAR SOCIETY, St Helena, Suffolk. Sept 26
UNION SOCIETY, Hoxne, Suffolk. Sept 26
WYCHOLD UNITED BROTHERS FRIENDLY SOCIETY, Robin Hood Inn, Wychbold, Duntwich, Worcester. Sept 21

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Sept. 24.

ARDLEY, DANIEL WILLIAM COATES, Richmond, Hunt rd, South Croydon, Boot Dealer Oct 24 Ardley & Ardley, Kewewich, J Goulding, Finsbury pavement

London Gazette.—TUESDAY, October 1.

WALKER, HADLEY, Blackburn, Tailor. Oct 25. Radcliffe & Walker, Registrar, Preston. Waterworth, Blackburn

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Sept. 24.

AGNEW, JOSEPH, Colchester, Gunsmith Nov 2 Goody & Son, Colchester
BIRTWISTLE, EMMA, Manchester Oct 31 L R & G Entwistle, Manchester
BOREHAM, ARTHUR COOPER, Poplar, Ship's Steward Oct 22 Vincent, Haverhill, Suffolk
CHALMERS, GEORGE, Plumland, Cambrid Oct 26 Richardson & Crookes, Wigton
CLODE, WILLIAM, Cardiff Oct 31 Stephens, Cardiff
CROWDY, GEORGE FREDERICK, Faringdon, Gent Oct 19 Crowdy & Son, Faringdon
DAVID, DAVID, Cardiff Oct 18 James, Cardiff
DELLER, MATILDA, St Pancras, Chichester Oct 24 Raper & Co, Chichester
EDWARDS, PETER, Kilburn, Florist Dec 25 Chilcott, Chancery lane, W C
EVANS, JOHN SWIFT, St Kilda, Torquay, Esq Oct 31 Lindop, Torquay
GREGORY, JOHN, Eastons, Oxford, Miller Nov 6 Rawlinson, Chipping Norton
HIGHTON, JANE, Worsley Messes, Pemberton Oct 25 Johnson, Wigan
HOBBS, EVA ANN, Longlight, Manchester Oct 31 L R & G Entwistle, Manchester
HUNT, ELEANOR SARAH, Bromeley Oct 24 Thorn, Iron Bridge, Shropshire
JAMES, HENRY, King William st, Licensed Victualler Oct 20 Parr, South Woodfield
KNIFE, ROSETTA, Baildon, Otley Nov 5 Morgan & Morgan, Shipley
LISTER, JOSEPH, Pocklington Dec 1 Sargent, Pocklington
LONGBOTTOM, JOHN, Sowerby Bridge, Woolbayer Oct 30 Ambler, Halifax
MARSHALL, JOSEPH, Blackburn, Joiner Oct 19 E & B Haworth, West Blackburn
MCKAY, HENRIETTA, Southport Nov 20 Whitley & Co, Liverpool
NUTTALL, JANE, Moss side, Manchester Oct 4 Nuttall & Co, Manchester
OWEN, GEORGE DYSON, Rotherham, Yorkshire, Manufacturer Oct 25 Parker & Co, Rotherham
OWEN, HARRIETT, Rotherham, York Oct 25 Parker & Co, Rotherham
PEAT, JOSEPH DORMAN, Liverpool, Butcher Nov 1 Cornish, Liverpool
RANDER, SARAH, South Birkdale, Lancs Oct 5 Hinds, Stourbridge
SIN, GEORGE STEWART, and MARY ANN SIN, Kennington Park rd Oct 31 Sin, Clapham Common
SMITH, JOHN GREENWOOD, New Bolingbroke Vicarage, Lincs Dec 2 J B & J A Brookes, Leeds
SUTTON, ROBERT, Carlisle, Gent Nov 1 Wright & Brown, Carlisle
THRING, HENRY, Stapleford, Wilts, Labourer Oct 24 Hodding & Jackson, Salisbury
TOOVEY, ANN, Brockley Oct 26 Simpson & Co, Moorgate st
TREDWELL, WILLIAM FRANCIS, Lichfield, Gent Nov 1 Russell, Lichfield
WALTON, BENJAMIN, Notts, Hosier Nov 1 Barlow, Nottingham
WARD, THOMAS, Junr, Manchester, Estate Agent Oct 30 Lea, Manchester
WHITMAN, WILLIAM, Holloway Oct 31 Newland, Warwick st, Regent st

WAGAN, ANDREW, Liverpool, Brushmaker Oct 30 North & Co, Liverpool
 WOODMAN, JOHN GEE, Bolton, Furrier Oct 30 Emma Woolman, Davenport st

London Gazette.—FRIDAY, Sept. 27.

ASHFORD, GEORGE, Southport, Gent Oct 21 Wright & Appleton, Wigan
 BAKER, ANN, York Nov 9 E & T Clark, Smith
 CHAPMAN, JOHN, York, Gent Nov 1 Foster & Co, Pontefract
 DAVIES, ANN, Worcester Oct 25 Pepper & Tangye, Birmingham
 DAVIES, CHARLES, Kent Oct 21 Wilks, Jun, Deal
 DEBESQUE, VICTOR ALFRED JOSEPH, Fulham March 25 Newton & Co, 61 Marlborough street
 DUNN, FREDERICK, Paddington, Printer Nov 1 Jackson & Co, Old Jewry chambers
 FRENCH, EMMA MARY, Gosport, Hants Oct 24 Murray, Strand
 HARRIS, WILLIAM, Etonbury, Lancs, Licensed Victualler Oct 26 Crompton, Bury
 HEATON, JOHN ARTHUR DAKYNE, Lincoln's inn, Barrister at Law Oct 31 Carlisle & Co, Lincoln's inn
 JENNINGS, MARGARET, Kensington Oct 31 White & Co, Whitehall pl
 JESSUP, EDWARD, Paddington, Cab Proprietor Oct 24 Reader & Co, Ely pl
 JACKSON, GEORGE, Whitehaven, Gent Nov 1 Brookbank & Co, Whitehaven
 JACKSON, MARY, Whitehaven Nov 1 Brookbank & Co, Whitehaven
 JOSEPH, FREDERICK AUGUST CARL PHILIP, Wandsworth Court, Gent Nov 9 Correll, Chancery lane
 KEMP, EMMA, Weston Super Mare Oct 27 Jacques & Co, Bristol
 LEA, JOSEPH, Heath lane, Salop, Gent Oct 28 Etkins, Whitechurch
 LEWIS, ROBERT, Army and Navy Club, Pall Mall, Staff Surgeon Major Oct 31 Walker & Co, Theobald's rd
 LEE, WILLIAM, Bunhill row, St Luke's, Horse Hair Manufacturer Nov 8 Pearce & Sons, Giltspur st
 LOMAX, MOSES, Tottington, Bury, Lancs, Farmer Oct 26 Crompton, Bury

McCONNELL, Cambridge, Hardwareman Oct 29 Ellison & Co, Cambridge
 McDOUGALL, GEORGE, Newton le Willows, Lancs, Esq Oct 29 Makin & Makin, Crosby sq
 MOSE, DAVID, Ranyon Junction, Lancs, Station Master Oct 31 Smith, Liverpool
 PAGE, MARY, Manningtree Oct 30 Page, North Colchester
 RANBY, THOMAS RAYNOLDS, Gainsborough, Lincoln, Gent Dec 1 Ivimey & Son, Gainsborough
 ROLLINS, MARTHA, Kingston Lisle, Berks Oct 28 Wilby, New Swindon
 SADLER, SUBANNAH, Clapham Oct 27 Sandom & Co, Gracechurch st
 SCOTT, EDWIN, York, Woollen Manufacturer Nov 11 Watson & Co, Bradford
 SPOKER, HENRY, Highgate Nov 4 Waltons & Co, Leadenhall st
 SHARPE, CORNELIUS, Handsworth, Commercial Traveller Oct 25 Pepper & Tangye, Birmingham
 SKILLEN, THOMAS SAMSON, Plumstead Common rd Nov 1 Sampson, Queen st
 SOLOMON, RICHARD, Lower Clapton rd Nov 1 Lowndes & Co, Liverpool
 TULL, ELIZA, Southsea Nov 5 Pearce & Son, Portsea
 WATERS, SARINA, Chelsea Oct 25 Warren & Co, Bloomsbury sq
 WATWELL, JOHN, Manchester Oct 30 Barber, Ashton under Lyne
 WHITE, ROBERT FAULDER, Hyde Park, Esq Nov 9 E & T Clark, Smith
 WILCOCK, DAN, and HANNAH WILCOCK, Halifax, Butcher Nov 1 Longbottom & Sons, Halifax
 WILLIAMS, ELIZABETH, Carnarvon Nov 2 Davies, Denbigh
 WILSON, HENRY, Tyndemouth, Surveyor Oct 31 Shortt & Fenwick, Newcastle upon Tyne
 WOOD, ELIZA ANN, Windermere, Westmorland Dec 21 J & E Whitworth, Manchester
 WOODHOUSE, BENJAMIN WILLIAM, Brighton, Licensed Victualler Oct 26 Verrall & Borsae, Brighton
 WRIGHT, EDWARD, Lyng, Norfolk, Farmer Oct 31 Kent & Son, Norwich
 WRIGHT, MARY, Norfolk Oct 31 Kent & Son, Norwich

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Sept. 27.

RECEIVING ORDERS.

ALLAN, JAMES, Waterloo rd High Court Pet July 2 Ord Sept 23
 ACHRELS, JOHN, Newport, Licensed Victualler Newport, Mon Pet Sept 9 Ord Sept 23
 BAKER, WILLIAM AMOS, Andover, Clerk in Holy Orders Salisbury Pet Sept 23 Ord Sept 23
 BARTLETT, JOHN THOMAS, Clapton, Government Pensioner High Court Pet Sept 24 Ord Sept 24
 BAXTER, THOMAS, Forest Gate, Wheelwright High Court Pet Sept 25 Ord Sept 25
 BEFORD, J, Regent st, Berlin Wool Dealer High Court Pet Aug 26 Ord Sept 23
 BENNETT, DAVID, and WILLIAM ROYCE WATCHORN, Leicester, Fruit Salesman Leicester Pet Sept 21 Ord Sept 21
 BLACKBURN, GEORGE, Manchester Manchester Pet Sept 25 Ord Sept 25
 BLAY, BENJAMIN WILLIAM, Dalton, Music Seller High Court Pet Sept 24 Ord Sept 24
 BOONSTRAT, ERNEST DENIS, Clifton, Glos, Grocer Bristol Pet Sept 23 Ord Sept 23
 BOCKLEY, MATTHEW, Wigan, Slater Wigan Pet Sept 23 Ord Sept 23
 BULL, JOHN, Crowle, Worcester, Carpenter Worcester Pet Sept 23 Ord Sept 23
 CANNON, FREDERICK GEORGE, Wantage, Licensed Victualler Oxford Pet Sept 23 Ord Sept 23
 CANNON, EDITH MARY, Hyde Park High Court Pet July 23 Ord Sept 23
 CANNON, EDWARD VINCENT, and ARCHIBALD STURT HOCKING, Aldgate, E C High Court Pet Sept 25 Ord Sept 25
 CASTELLO (the elder), Brighton High Court Pet Aug 23 Ord Sept 23
 CHRISTIE, JOHN, Stratford, Lancs, Salesman Salford Pet Sept 23 Ord Sept 23
 CLARKE, JOSEPH, Sladen, Yorks, Coal Dealer Bradford Pet Sept 23 Ord Sept 23
 COOPER, ALFRED, Beasdale, Railway Porter Liverpool Pet Sept 23 Ord Sept 23
 CORRY, JOHN, Derby, Grocer Derby Pet Sept 23 Ord Sept 23
 CORNELL, STUART BOYD, Manchester, Commission Agent Salford Pet Sept 25 Ord Sept 25
 FORSTER, CHARLES JAMES, Swansea, Commission Agent Swansea Pet Sept 21 Ord Sept 21
 FURRY, ALBERT, Kingston upon Hull Kingston upon Hull Pet Sept 25 Ord Sept 25
 HARDMAN, WILLIAM, Kirkdale, Lancs, Boatman Liverpool Pet Sept 7 Ord Sept 24
 HARDMAN, JOHANN JACOB, Newcastle on Tyne, Provision Agent Newcastle on Tyne Pet Sept 2 Ord Sept 19
 HARTY, JOSEPH HENRI, Newcastle upon Tyne, Agent Newcastle upon Tyne Pet Sept 10 Ord Sept 24
 HUGHES, JOHN, Wigan, Lancs, Wholesale Confectioner Wigan Pet Sept 24 Ord Sept 24
 JAMES, WILLIAM HENRY BARNETT, Wantage, Berks, Timber Merchant Oxford Pet Sept 25 Ord Sept 25
 JENNIS, JOSEPH, Cambridge, Grocer Camrathen Pet Sept 25 Ord Sept 25
 JENNIS, ROBERT, Swansea, Licensed Victualler Swansea Pet Sept 21 Ord Sept 21
 JONES, JOHN, Bristol, Musical Instrument Manufacturer Bristol Pet Sept 25 Ord Sept 25
 KRAVES, WILLIAM, Aberystwyth, Mon, Baker Tredgar Pet Sept 24 Ord Sept 24
 LACEY, CHARLES, Hinton, Glos, Engine Driver Bristol Pet Sept 24 Ord Sept 24
 LEE, WILLIAM, Oldham, Cotton Waste Dealer Oldham Pet Sept 24 Ord Sept 24
 MACINTY, HERBERT VICTOR, Stratford, Lancs, Tailor Manchester Pet Sept 24 Ord Sept 24
 MALLON, JOHN, Oldham, Tailor Oldham Pet Sept 23 Ord Sept 23
 MONTAGUE, CHARLES, Clapham, Patent Medicine Proprietor High Court Pet Aug 30 Ord Sept 23

PICKARD, HENRY, York, Tinmer Dewsbury Pet Sept 21 Ord Sept 21
 PUGH, HUGH, Portmadoc, Miller Portmadoc Pet Sept 23 Ord Sept 23
 SANDON, JAMES, Linton, Hatter Linton Pet Sept 21 Ord Sept 21
 SARNEY, CHARLES WILLIAM, Leamington, House Agent Warwick Pet Sept 24 Ord Sept 24
 SHARPE, FRANCIS WILLIAM, Blunham, Plumber Bedford Pet Sept 23 Ord Sept 23
 STREAD, A F, York, Lithographer York Pet Aug 2 Ord Sept 24
 TETLEY, MAXWELL, Henley on Thames, Gent Heading Pet Aug 22 Ord Sept 21
 THORNE, GEORGE, Bodminster, Market Gardener Bristol Pet Sept 25 Ord Sept 25
 WALTER, JOHN RICHARD, Watford, Ex Police Inspector Brentford Pet Aug 24 Ord Sept 24
 WARBURTON, ROBERT WILLIAM, Richmond, Boot Dealer Brentford Pet Aug 10 Ord Sept 24
 WILLIAMS, JAMES, Hailford, Saddler Swansea Pet Sept 23 Ord Sept 23
 WOODFORD, GEORGE, Leicester, Painter Leicester Pet Sept 20 Ord Sept 20

Amended notice substituted for that published in the London Gazette of the 6th Aug. :—

TASSIE, HENRY MONTHELY, Putney, Estate Agent Wandsworth Pet June 23 Ord Aug 1

Amended Notice substituted for that published in the London Gazette of the 20th September :—

CANNELL, JAMES FLEETWOOD, Ashted, Tailor Birmingham Pet Aug 30 Ord Sept 10

FIRST MEETINGS.

BENNETT, DAVID, and ROYCE WILLIAM WATCHORN, Leicester, Fruit Salesman Oct 7 at 12 Off Rec, 1, Berridge st, Leicester
 BLACKMAN, LUCY ANN, Evesham, Worcs, Baker Oct 4 at 11.30 Off Rec, 45, Copenhagen st, Worcester
 BUCKLEY, MATTHEW, Wigan, Slater Oct 4 at 11.10, Wood st, Bolton
 CAMPBELL, WILLIAM, BAYROW in FURNESS, Crane Driver Oct 4 at 11.10, Cornhill st, Bayrow in FURNESS
 CORRY, JOHN, Derby, Grocer Oct 4 at 2.30 Off Rec, 8, James's chambers, Derby
 COOPER, WALTER, Doncaster, Rope-maker Oct 7 at 2 Off Rec, Fig Tree lane, Sheffield
 COTTINGHAM, RICHARD, Meechingham, Farmer Oct 4 at 12 Off Rec, 15, Osborne st, St Gimsby
 ELLERY, WILLIAM ALFRED THOMAS, and LEOPOLD GEORGE ELLERY, Cardiff, Builders Oct 8 at 11.30, Queen st, Cardiff
 EVANS, JOHN, and JOHN PHILLIPS, Nantymoel, Grocer Oct 9 at 11.30 Off Rec, 29, Queen st, Cardiff
 GRUNY, THOMAS, Llewisham, Builder Oct 4 at 11.30 21, Railway app, London Bridge, S E
 HARRISON, WILLIAM JAMES, Lancs, Farmer Oct 4 at 12.30 Off Rec, 15, Osborne st, Great Grimby
 HEDLEY, BERNARD, Devon, Draper Oct 7 at 11 Off Rec, 18, Bedford row, Exeter
 HOWE, T C & Co, Cardiff, Shipbrokers Oct 8 at 11.30 Off Rec, 29, Queen st, Cardiff
 HUGHES, JOHN, Lancs, Confectioner Oct 4 at 10.30 10, Wood st, Bolton
 LELI, L I, Kensington Oct 7 at 12 Bankruptcy Bldgs, Carey st
 JONES, JOHN, Breconshire, Farmer Oct 4 at 3 25, High st, Merthyr Tydfil
 LEWIS, FRANCIS THOMAS, BAYROW in FURNESS, Grocer Oct 4 at 11.30 16, Cornhill st, Bayrow in FURNESS
 LILWELL, EDWARD, Pongyfield, Confectioner Oct 4 at 12 25, High st, Merthyr Tydfil
 MAIR, HENRY JAMES, Lancs, Mineral Water Manufacturer Oct 9 at 12 Off Rec, 25, Victoria st, Liverpool
 PARKINSON, JAMES, Manchester, General Dealer Oct 4 at 3 Ogden's chambers, Bridge st, Manchester

PEARSON, EMMA, Sheffield, Furniture Dealer Oct 7 at 2.30 Off Rec, Fig Tree lane, Sheffield
 PERRE, DANIEL, and WOLFE PERRE, Battersea Park rd, Fruit Salesman Oct 7 at 11.30 24, Halfway app, London Bridge
 READ, JOHN, Elmstree, Dairyman Oct 5 at 12 Off Rec, 58, Hammet st, Tauxton
 RIMTOR, CHARLES, Bowness on Windermer, Licensed Victualler Oct 5 at 11.30 130, Highgate, Kendal
 SMITH, EDWARD STUART INGRAM, New Wortley, Hotel Keeper Oct 4 at 11 Off Rec, 23, Park row, Leeds
 STREAD, A F, York, Lithographer Oct 7 at 12.30 Off Rec, 25, Stonegate, York
 VALE, GEORGE, Canton, Cardiff, Fruit Merchant Oct 9 at 11 Off Rec, 39, Queen st, Cardiff
 VINE, GEORGE, Leeds Oct 4 at 12 Off Rec, 29, Park row, Leeds
 WARREN, THOMAS, Piccadilly, Money Changer Oct 4 at 11 Bankruptcy Bldgs, Carey st
 WILLIAMS, AMELIA, St Asaph, Innkeeper Oct 9 at 2 Royal Hotel, Rhyl
 WOODFORD, GEORGE, Leicester, Painter Oct 4 at 12 Off Rec, 1, Berridge st, Leicester

ADJUDICATIONS.

BARNES, FRANCIS KENNEDY, Wimbome Minster, Farmer Poole Pet Sept 12 Ord Sept 20
 BARNETT, DAVID, Swansea, House Furniture Swansea Pet Aug 26 Ord Sept 21
 BELLINGHAM, FRANCIS WILLIAM, Northwich, Grocer Northwich Pet Sept 6 Ord Sept 23
 BENNETT, DAVID, and WILLIAM ROYCE WATCHORN, Leicester, Fruit Salesman Leicester Pet Sept 21 Ord Sept 23
 BLACKBURN, GEORGE, Manchester, Builder Manchester Pet Sept 25 Ord Sept 23
 BLAY, BENJAMIN WILLIAM, Dalton, Music Seller High Court Pet Sept 24 Ord Sept 24
 BRANAN, SIDNEY HENRY, Leicester, Tailor Derby Pet Sept 7 Ord Sept 23
 BUCKLEY, MATTHEW, Wigan, Lancs, Flagger Wigan Pet Sept 23 Ord Sept 23
 BULL, JOHN, Crowle, Carpenter Worcester Pet Sept 23 Ord Sept 23
 CANNON, FREDERICK GEORGE, Wantage, Licensed Victualler Oxford Pet Sept 23 Ord Sept 23
 CANNELL, JAMES FLEETWOOD, Birmingham, Tailor Birmingham Pet Aug 30 Ord Sept 24
 CHRISTIE, JOHN, Stratford, Salesman Salford Pet Sept 23 Ord Sept 23
 CLARKE, JOSEPH, Sladen, Yorks, Coal Dealer Bradford Pet Sept 23 Ord Sept 23
 CORRY, JOHN, Derby, Grocer Derby Pet Sept 23 Ord Sept 23
 CORNOLLY, STUART BOYD, Manchester, Commission Agent Salford Pet Sept 25 Ord Sept 25
 CRELLEY, THOMAS, Liverpool, Publican's Manager Liverpool Pet Sept 11 Ord Sept 24
 DEATH, HARRY JAMES, Little rd, 9th Kensington, Butcher High Court Pet Sept 10 Ord Sept 23
 EVANS, CHARLES, Steynton, Farmer Penbroke Dock Pet Sept 4 Ord Sept 25
 EVANS, FRANCIS, Gosherton, Farmer Penbroke Dock Pet Sept 17 Ord Sept 25
 FORSTER, CHARLES JAMES, Swansea, Commission Agent Swansea Pet Sept 21 Ord Sept 21
 FURRY, ALBERT, Kingston upon Hull Kingston upon Hull Pet Sept 25 Ord Sept 25
 HARDMAN, WILLIAM, Kirkdale, Boatman Liverpool Pet Sept 6 Ord Sept 25
 HARDMAN, JOHANN JACOB, Newcastle on Tyne, Provision Agent Newcastle on Tyne Pet Sept 6 Ord Sept 21
 HARRIS, JOHN WILLIAM, Kington, Gent Bradford Pet Sept 25 Ord Sept 25
 HUGHES, JOHN, Wigan, Confectioner Wigan Pet Sept 24 Ord Sept 24
 JAMES, WILLIAM HENRY BARNETT, Wantage, Berks, Timber Merchant Oxford Pet Sept 25 Ord Sept 25

JENNINGS, JOSEPH, Carmarthen, Grocer Carmarthen Pet Sept 25 Ord Sept 25
 JONES, JOHN, Bristol, Musical Instrument Maker Bristol Pet Sept 25 Ord Sept 25
 LEE, WILLIAM, Oldham, Cotton Waste Dealer Oldham Pet Sept 24 Ord Sept 24
 LUNWELL, EDWARD, Pontypridd, Confectioner Pontypridd Pet Sept 24 Ord Sept 24
 MACGUTH, HENRY, VICTORIA, Lanes, Tailor Manchester Pet Sept 24 Ord Sept 24
 MELLOR, JOHN, Oldham, Tailor Oldham Pet Sept 23 Ord Sept 23
 PERRE, DANIEL, and WOOLF PERRE, Battersea Park rd, Fruit Salesman Wandsworth Pet Aug 15 Ord Sept 17
 POON, HUGH, Portmadoc, Miller Portmadoc Pet Sept 23 Ord Sept 23
 RAYCLIFFE, JOHN JOSEPH, Luton, Painter Luton Pet Sept 19 Ord Sept 21
 SAREY, CHARLES WILLIAM, Leamington, House Agent Warwick Pet Sept 24 Ord Sept 24
 SHARP, FRANCIS WILLIAM, Blunham, Bedfordshire, Plumber Bedford Pet Sept 23 Ord Sept 23
 SMART, HARRY, Salford, Birmingham, Boot Manufacturer Birmingham Pet Sept 4 Ord Sept 23
 STRAD, A. F., York, Lithographer York Pet Aug 1 Ord Sept 23
 WARD, FREDERICK, Cardiff, Butcher Cardiff Pet Sept 10 Ord Sept 24
 WILLIAMS, JAMES, Hafod, Swansea, addler Swansea Pet Sept 23 Ord Sept 23
 WOODFORD, GEORGE, Leicester, Painter Leicester Pet Sept 20 Ord Sept 20
 Amended notice substituted for that published in the London Gazette of the 27th August:
 TANNER, HENRY MONTAGUE, High-street, Putney, Estate Agent Wandsworth Pet June 23 Ord Aug 22

London Gazette.—TUESDAY, Oct. 1.

RECEIVING ORDERS.

ANSTER, HENRY, Salford, Lanes, Restaurant Keeper Salford Pet Sept 25 Ord Sept 25
 BAKER, JOHN JOSEPH, Birmingham, Estate Agent Birmingham Pet Aug 23 Ord Sept 25
 BECK, BENJAMIN, Rotherham, Dryalter Sheffield Pet Sept 27 Ord Sept 27
 BERTON, THOMAS, Cambridgeshire King's Lynn Pet Sept 25 Ord Sept 27
 BOSTOCK, WILLIAM WOOLLETON, West Bridgford, Notia, Commercial Traveller Nottingham Pet Sept 25 Ord Sept 25
 BURTON, JOSEPH ANDREW, Nottingham, Bicycle Manufacturer Nottingham Pet Sept 25 Ord Sept 25
 BUTCHER, MARTHA, Stroud, Gloe, Draper Gloucester Pet Sept 25 Ord Sept 25
 CABLE, WILLIAM, Somersetshire, Farmer Wells Pet Sept 25 Ord Sept 25
 DUGGLES, JOHN WALDRY, Scarborough, Auctioneer Scarborough Pet Sept 17 Ord Sept 25
 FISHER, HARRY, Essex, Builder Chelmsford Pet Sept 21 Ord Sept 21
 FENTWELL, JOHN, Crouch End, Builder High Court Pet Aug 25 Ord Sept 27
 FULDA, JOHN, Brighton, Wine Merchant Brighton Pet July 16 Ord Sept 25
 GRATTON, ALFRED, Chesterfield, Innkeeper Chesterfield Pet Sept 27 Ord Sept 27
 GROOOTT, ELI, Northwich, Cheese Dealer Nantwich Pet Sept 27 Ord Sept 27
 HADLEY, FREDERICK, Birmingham, Boot Dealer Birmingham Pet Aug 20 Ord Sept 27
 JONES, JOSEPH, Whitchurch, Selop, Bricklayer Nantwich Pet Sept 25 Ord Sept 25
 JONES, THOMAS, Shrewsbury, Licensed Victualler Shrewsbury Pet Sept 25 Ord Sept 25
 McKENNA, J., Salisbury, Horse Trainer Salisbury Pet July 25 Ord Sept 25
 PORTER, RICHARD STEVENSON, Gaddesby, Farmer Leicester Pet Sept 25 Ord Sept 25
 SAYERS, FRANK HENRY, Lowestoft, Artist Gt Yarmouth Pet Sept 27 Ord Sept 27
 SCOTT, WILLIAM, Silverstone, Bootmaker Northampton Pet Sept 25 Ord Sept 25
 SMITHSON, GEORGE, Norton, Yorks, Insurance Agent Scarborough Pet Sept 25 Ord Sept 25
 SPENCER, THOMAS, Chisler, Veterinary Surgeon Gt Grimsby Pet Sept 6 Ord Sept 25
 TRESDALE, EDWARD FRANCIS, Weston, Lincs, Farmer Peterborough Pet Sept 25 Ord Sept 25
 TOOKER, GEORGE WILLIAM, Bristol, Baker Bristol Pet Sept 25 Ord Sept 25
 WALDROE, ELIJAH, Clent, Carpenter Stourbridge Pet Sept 25 Ord Sept 25
 WARRER, ALFRED, Chelmsford, Corn Merchant Chelmsford Pet Sept 25 Ord Sept 25
 WHITING, HARRY, Weymouth, Tile Manufacturer Northampton Pet Sept 25 Ord Sept 25
 WILLIAMS, RICHARD, Gethouse, Bethesda, Quarry Labourer Bangor Pet Sept 25 Ord Sept 25
 WILLIAMS, JOHN HENRY, Audlem, Plumber Nantwich Pet Sept 25 Ord Sept 25
 WILLIAMS, THOMAS, Liverpool, Wheelwright Liverpool Pet Sept 27 Ord Sept 27

The following amended notice is substituted for that published in the London Gazette of Aug. 27:—
 READ, WALTER, Bournemouth, Coal Merchant Poole Pet Aug 14 Ord Aug 24

Amended notice substituted for that published in the London Gazette of Sept 27.
 BLACKBURN, GEORGE, Manchester, Builder Manchester Pet Sept 25 Ord Sept 25

FIRST MEETING.

ALLAN, JAMES, Waterloo rd Oct 5 at 12 Bankruptcy bldg, Carey st

ANSTER, HENRY, Salford, Lanes, Restaurant Keeper Oct 8 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 BARTLETT, JOHN THOMAS, Clapton, Pensioner Oct 10 at 12 Bankruptcy bldg, Carey st
 BEDFORD, J., Regent st, Wool Dealer Oct 10 at 11 Bankruptcy bldg, Carey st
 BLACKBURN, GEORGE, Manchester Oct 9 at 8 Ogden's chmbrs, Bridge st, Manchester
 BLAY, BENJAMIN WILLIAM, Dalston, Music Seller Oct 11 at 11 Bankruptcy bldg, Carey st
 BOZONRAT, ERNEST DENIS, Olveston, Grocer Oct 9 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol
 BRINDLEY, JAMES, Smallthorne, Staffs, Grocer Oct 8 at 11 Off Rec, Newcastle under Lyme
 BULL, JOHN, Crowle, Worcs, Carpenter Oct 9 at 11.30 Off Rec, 45, Copenhagen st, Worcester
 CABLE, WILLIAM, Moore, Somersetshire, Farmer Oct 9 at 2.30 Off Rec, Bank chmbrs, Corn st, Bristol
 CAMDEN, FREDERICK GEORGE, Wantage, Licensed Victualler Oct 9 at 12 Bankruptcy Office, Oxford
 CASTELLO, sen, Brighton Oct 9 at 11 Bankruptcy bldg, Carey st
 CHRISTIE, JOHN, Stretford, Lanes, Salesman Oct 8 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 CLARKE, JOSEPH, Silem, Coal Dealer Oct 9 at 11 Off Rec, 51, Mary row, Bradford
 CROSBIE, JAMES, Liverpool, Joiner Oct 14 at 2 Off Rec, 25, Victoria st, Liverpool
 EVANS, EVAN, Tanygrisdan, Biscanau Festiniog, Quarryman Oct 15 at 1 Market Hall, Biscanau Festiniog
 EVANS, ALFRED FOSTER, Ealing Oct 8 at 12.30 Off Rec, 95, Temple chmbrs, Temple avenue
 EVANS, CHARLES, Steynton, Farmer Oct 9 at 12 Temple chmbrs, Temple avenue
 EVANS, FRANK, Coshobon, Farmer Oct 9 at 11.30 Temperance Hall, Pembroke Dock
 EVANS, WILLIAM, Penyrig, Glam, Coal Miner Oct 8 at 12 65, High st, Merthyr Tydfil
 FLYNN, PHILIP MICHAEL, Stoke, Devonport, Beer Merchant Oct 9 at 11 10, Athenium terrace, Plymouth
 GILBERTSON, GEORGE JACKSON, Saltburn by the Sea, Yorks, Confectioner Oct 9 at 3 Off Rec, 8, Albert rd, Middlesbrough
 HARDMAN, JOHANN JACOB, Newcastle on Tyne, Provision Agent Oct 14 at 13 Off Rec, Pink lane, Newcastle on Tyne
 HUGHES, GEORGE, Cheltenham, House Furnisher Oct 10 at 11.15 County Court bldg, Cheltenham
 JONES, JOHN, Bristol, Musical Instrument Maker Oct 9 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
 JONES, THOMAS, Shrewsbury, Licensed Victualler Oct 10 at 10.30 Off Rec, Shrewsbury
 LACEY, CHARLES, Gloe, Engine Driver Oct 9 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
 MARGIE, TOM, and JAMES TOMSETT, Westminster Bridge rd, Builders Oct 8 at 2.30 Bankruptcy bldg, Carey st
 MORTAGUE, CHARLES, Clapham, Patent Medicine Proprietor Oct 9 at 12 Bankruptcy bldg, Carey st
 PICKARD, HENRY, Yorks, Coppermith Oct 8 at 10.30 Off Rec, Bank chmbrs, Belsay
 RENTON, ROBERT, South Shields, Fruit Merchant Oct 14 at 11 Off Rec, Pink lane, Newcastle on Tyne
 SAREY, CHARLES WILLIAM, Leamington, House Agent Oct 9 at 12.30 Off Rec, Hartford st, Coventry
 SHAKESLEY, BENJAMIN, Penance, Chemist Oct 8 at 12.30 Off Rec, Bosworth st, Thro
 SHAW, EDWARD, Birmingham, Woollen Merchant Oct 10 at 11 23, Colmore row, Birmingham
 SINGLAI, HARRY EDWARD GEORGE, Barnet, Fruiterer Oct 8 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
 TRESDALE, EDWARD FRANCIS, Weston, Lincs, Farmer Oct 9 at 1 White Hart Hotel, Spalding
 THORNE, GEORGE, Bristol, Market Gardener Oct 9 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
 TOOKER, GEORGE WILLIAM, Gloucestershire, Baker Oct 9 at 8 Off Rec, Bank chmbrs, Corn st, Bristol
 WALTER, JOHN RICHARD, Watford, Ex Police Inspector Oct 9 at 5 Off Rec, 85, Temple chmbrs, Temple avenue
 WARD, FREDERICK, Cardiff, Butcher Oct 10 at 11 Off Rec, 29, Queen st, Cardiff

ADJUDICATIONS.

ANSTER, HENRY, Salford, Restaurant Keeper Salford Pet Sept 25 Ord Sept 27
 BARTLETT, MAURICE, Camden rd, Bank Clerk High Court Pet July 15 Ord Sept 25
 BAXTER, THOMAS, Forest Gate, Wheelwright High Court Pet Sept 25 Ord Sept 25
 BECK, BENJAMIN, Rotherham, Dryalter Sheffield Pet Sept 27 Ord Sept 27
 BOSTOCK, WILLIAM WOOLLETON, West Bridgford, Commercial Traveller Nottingham Pet Sept 25 Ord Sept 25
 BOZONRAT, ERNEST DENIS, Olveston, Grocer Bristol Pet Sept 25 Ord Sept 25
 BROWNING, FRANK, Seething lane, Coal Agent High Court Pet Aug 3 Ord Sept 25
 BURTON, JOSEPH ANDREW, Nottingham, Bicycle Manufacturer Nottingham Pet Sept 25 Ord Sept 25
 BURTON, LANGHORNE, Lincs, Farmer Lincoln Pet Aug 30 Ord Sept 25
 BUSWELL, ALFRED, Northampton, Ale Merchant Leicester Pet Aug 16 Ord Sept 27
 BUTCHER, MARTHA, Gloe, Draper Gloucester Pet Sept 25 Ord Sept 25
 CABLE, WILLIAM, Somerset, Farmer Wells Pet Sept 25 Ord Sept 25
 COTTINGHAM, RICHARD, Messingham, Farmer Great Grimsby Pet Aug 31 Ord Sept 25
 ELLIS, HENRY, Plaistow, Builder High Court Pet Sept 5 Ord Sept 25
 GILBERTSON, GEORGE JACKSON, Saltburn by the Sea, Yorks, Confectioner Stockton on Tees Pet Sept 16 Ord Sept 25

GRATTON, ALFRED, Chesterfield, Innkeeper Chesterfield Pet Sept 25 Ord Sept 25
 GROOOTT, ELI, Northwich, Cheese Dealer Nantwich Pet Sept 27 Ord Sept 27
 HAREY, JOSEPH HENRI, Newcastle on Tyne, Agent Newcastle on Tyne Pet Sept 8 Ord Sept 25
 JENNIS, ROBERT, Swansea, Licensed Victualler Swansea Pet Sept 21 Ord Sept 27
 JONES, JOSEPH, Whitchurch, Bricklayer Nantwich Pet Sept 25 Ord Sept 25
 JONES, THOMAS, Shrewsbury, Licensed Victualler Shrewsbury Pet Sept 25 Ord Sept 25
 KEATES, WILLIAM, Abertillery, Baker Tredingar Pet Sept 24 Ord Sept 27
 MAIN, HENRY JAMES, Formby, Mineral Water Manufacturer Liverpool Pet Sept 16 Ord Sept 27
 MARGIE, TOM, and JAMES TOMSETT, Westminster Bridge rd, Builders High Court Pet Sept 21 Ord Sept 25
 MASON, JOHN ARTHUR, Covent Garden High Court Pet Aug 23 Ord Sept 27
 NORTHAM, JOHN, Bristol, Stockbroker Bristol Pet Sept 25 Ord Sept 25
 PORTER, RICHARD STEVENSON, Gaddesby, Leicester, Farmer Leicester Pet Sept 16 Ord Sept 25
 SAYERS, FRANK HENRY, Lowestoft, Artist Gt Yarmouth Pet Sept 27 Ord Sept 27
 SCOTT, WILLIAM, Silverstone, Bootmaker Northampton Pet Sept 25 Ord Sept 25
 SHAKESLEY, BENJAMIN, Penance, Chemist Thro Pet Sept 16 Ord Sept 25
 SHAW, EDWARD, Wolverhampton, Woollen Merchant Birmingham Pet Sept 6 Ord Sept 25
 SINGLAI, HARRY EDWARD GEORGE, Barnet, Greenhouse Barnet Pet Sept 20 Ord Sept 25
 SMITHSON, GEORGE, Norton, Insurance Agent Scarborough Pet Sept 25 Ord Sept 25
 TRESDALE, EDWARD FRANCIS, Weston, Farmer Peterborough Pet Sept 25 Ord Sept 25
 THORNE, GEORGE, Bristol, Market Gardener Bristol Pet Sept 25 Ord Sept 27
 WALDROE, ELIJAH, Worcs, Carpenter Stourbridge Pet Sept 25 Ord Sept 25
 WHITSET, WILLIAM AUGUSTUS, Portland pl High Court Pet June 19 Ord Sept 25
 WILLIAMS, RICHARD, Bethesda, Quarry Labourer Bangor Pet Sept 25 Ord Sept 25
 WILSON, ARTHUR HOWDEN, Halifax, Manager Halifax Pet Sept 3 Ord Sept 23

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

KING'S COLLEGE, LONDON.

ELOCUTION.

EVENING CLASSES IN PUBLIC READING AND SPEAKING.
 The Introductory Lectures next Wednesday, at 6 and 7 p.m., are FREE.—For Private Lessons, address Rev. G. R. TAYLOR, M.A., LL.B., Lecturer.

UNADMITTED SOLICITOR wants engagement as Conveyancing Clerk (8 years' experience), preferably with a view to purchasing a share in a Partnership.—Address: T. W. M., 20, Blomfield-road, Maida-hill, London, W.

A CITY SOLICITOR offers temporary (possibly permanent) employment to competent Conveyancing Clerk, not necessarily admitted.—Address by letter only, "DREDINGS," care of Messrs. Chas. Barker & Sons, 8, Birch-lane, E.C.

GRAY'S-INN.—Furnished Room on first floor to be let furnished in solicitor's office, with use of Clerk; inclusive terms.—Address T. Reynall & Son, Advertisement Office, 44, Chancery-lane.

EDE AND SON,

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BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRETTERS.
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